

Regional Flood Control, Drainage and Storm Water Management Program: Summary of Interlocal Agreement

A Partnership between Bexar County, City of San Antonio and the San Antonio River Authority to improve flood control and water quality within Bexar County

Program Goal:

The goal of this comprehensive regional program is to improve the quality of life, protect life and property and provide for safe transportation during heavy rain and flood events.

Program History:

After experiencing two major flood events in four years, the Bexar County community began to explore ways to improve the effectiveness of existing flood control, storm water management and water quality programs and enhance service delivery.

As a result of several recommendations from a citizens advisory committee formed to advise on how systems can be improved, in December 2002 the Bexar County Commissioners Court, San Antonio City Council and San Antonio River Authority Board of Directors approved an Interlocal Agreement (ILA). The ILA establishes a partnership between the three major entities in Bexar County—Bexar County (County), City of San Antonio (City) and the San Antonio River Authority (SARA)—with roles and responsibilities for flood control and storm water management. The partnership was created for the purpose of implementing a consistent, unified, equitable flood control, drainage, and storm water program for the citizens of Bexar County. These entities are also working with 23 suburban cities within Bexar County to include these jurisdictions in the program. Combining the technical expertise, leadership and resources of these entities will promote an approach that manages issues relating flooding and storm water runoff by watershed, rather than by jurisdiction. The ILA provides an opportunity to collectively measure and evaluate the quality of services delivered to the citizens of Bexar County.

Program Benefits:

Working together with the community, the partners will:

- Reduce unnecessary duplication among public agencies
- Apply public manpower and financial resources more effectively through coordination
- Coordinate planning and capital improvement programs to reduce the threat and impact of flooding and heavy rain events
- Produce hydraulics and hydrology models and flood plain maps and keep them updated
- Prioritize projects based upon technical merit and benefits provided to the community
- Collect and analyze data on flood and storm water flow to enhance flood warning, water quality and land use planning
- Standardize design, maintenance and operations and maintenance for flood control and water quality projects and programs
- Integrate activities to comply with federal and state requirements and promote unified approach to seeking state and federal funding
- Provide public access to centralized databases and computer models
- Create a coordinated public communication, education, and public participation program.

Program Management and Oversight:

(See Figure 1 on back for a chart depicting the program organization)

In addition to the governing bodies of County, City and SARA, the ILA establishes a collaborative governance structure involving elected officials and professional staff from each entity and a citizens committee. A Committee of Six, Management Committee, and Watershed Improvement Advisory Committee (WIAC) have been formed. The membership and responsibility of these committees are as follows:

Program Management and Oversight (continued):

Committee of Six: Oversees Regional Management Program, directs Management Committee, and develops recommendations for the Governing Bodies. Membership is as follows:

- Two members of COSA City Council: Councilman Joel Williams and Councilman Art A. Hall
- Two members of County Commissioners Court: Tommy Adkisson and Robert Tejeda
- Two member of SARA Board of Directors: Louis Rowe and Tom Weaver
- **Ex-officio members:** Management Committee: *Gabriel Perez, Bexar County; Thomas G. Wendorf, City of San Antonio; Greg Rothe, San Antonio River Authority; Susan Rash, Suburban City Representative;* Watershed Improvement Advisory Committee: *Howard Peak, Chair;* Suburban Cities: *Marcy Meffert, Mayor, Leon Valley;* Military Bases, *appointment pending.*

Management Committee: Receives direction from the Committee of Six. Manages the planning, implementation, and operation of the Regional Management Program. Membership is as follows

- County's Executive Director of Infrastructure Services: Gabriel Perez
- City's Director of Public Works: Thomas G. Wendorf, P.E.
- SARA's General Manager: Greg Rothe, P.E.
- Suburban City Representative: Susan Rash, City Administrator, City of Alamo Heights

Watershed Improvement Advisory Committee: Modeled upon the successful San Antonio River Oversight Committee, a fifteen-member public participation group representing all major watersheds in Bexar County, stakeholders, and geographical sectors of Bexar County and responsible for advising the City, County, and SARA. Membership is comprised of appointments as follows:

- County, City and SARA appoint five citizen members
- Howard Peak, Chair and Cheryl Focht, Co-Chair.

Suburban Cities and Military Bases: Participation of suburban cities and military bases in the Regional Management Program will be promoted by City, County, and SARA. Interlocal agreements will be sought to formalize their participation and define their responsibilities and benefits.

Program Deliverables:

Planning Documents. The partners emphasize the importance of thorough planning to guide the management, implementation, selection and funding of projects undertaken by the Regional Management Program.

- **Definition of a Regional Project:** Defined in ILA as a project with a drainage area greater than 960 acres; the Regional Management Program will focus on projects that serve larger areas of the watershed and provide multiple benefits. Local projects remain the responsibility of the individual jurisdiction.
- **Management Guidance Document:** A document to define service responsibilities and service levels currently performed by the partner entities.
- **Watershed Master Plan:** This key program document will establish goals, objectives, performance standards and best management practices to guide the management and implementation of the Regional Management Program, while establishing uniform design and operations standard for projects. The master plan will also address the need to link the Regional Management Program with existing local ordinances and state and federal laws to achieve consistency.
- **Annual Editions of the Five Year Capital Improvement Plans:** The plan will identify regional projects and their estimated implementation budgets for the next five-year period based upon technical merit.
- **Annual Capital Improvement Plan:** A more detailed plan identifying projects to be funded for the upcoming budget year and the annual project costs for funding by County, City, SARA and others.

Data. In addition to these planning documents, the program will generate the following data and technical tools:

- **Technical models:** hydrologic, hydraulic, and water quality models tied to a geographic information system for use in identifying regional flood control, drainage, storm water,

Program Deliverables: (continued)

and water quality projects to be included in the Five Year Capital Improvement Plans and Annual Capital Improvement Plan;

- **Strategic financial models:** a management tool used to support the collaborative decisions of participants in the Regional Management Program; and
- **Networked databases:** to inventory and network existing and future databases and link information for use by all participating entities.

Entity Responsibilities:

Bexar County:

- provide staff support for the Watershed Improvement Advisory Committee
- maintain membership on all committees
- participate in regional studies and planning
- share technical expertise and technical and financial data
- participate in the five year and annual capital improvement planning process and in the development of the Watershed Master Plan
- utilize regional plans and technical models
- implement capital improvements
- retain responsibilities for flood plain management within County
- coordinate related programs and activities through the partnership
- provide emergency response
- develop and provide storm water quality services within the service area
- comply with the uniform project design and operations and maintenance standards established in Watershed Master Plan

City of San Antonio:

- provide staff support for the Management Committee
- maintain membership on all committees
- participate in regional study and planning
- share technical expertise and technical and financial data
- participate in the five year and annual capital improvement planning process and in the development of the Watershed Master Plan
- utilize regional plans and technical models
- implement capital improvements

Entity Responsibilities (continued)

- retain responsibilities for flood plain management within city limits and extraterritorial jurisdiction
- coordinate related programs and activities through the partnership
- provide emergency response
- provide services of the Storm Water Utility within the service area
- comply with the uniform project design and operations and maintenance standards established in Watershed Master Plan

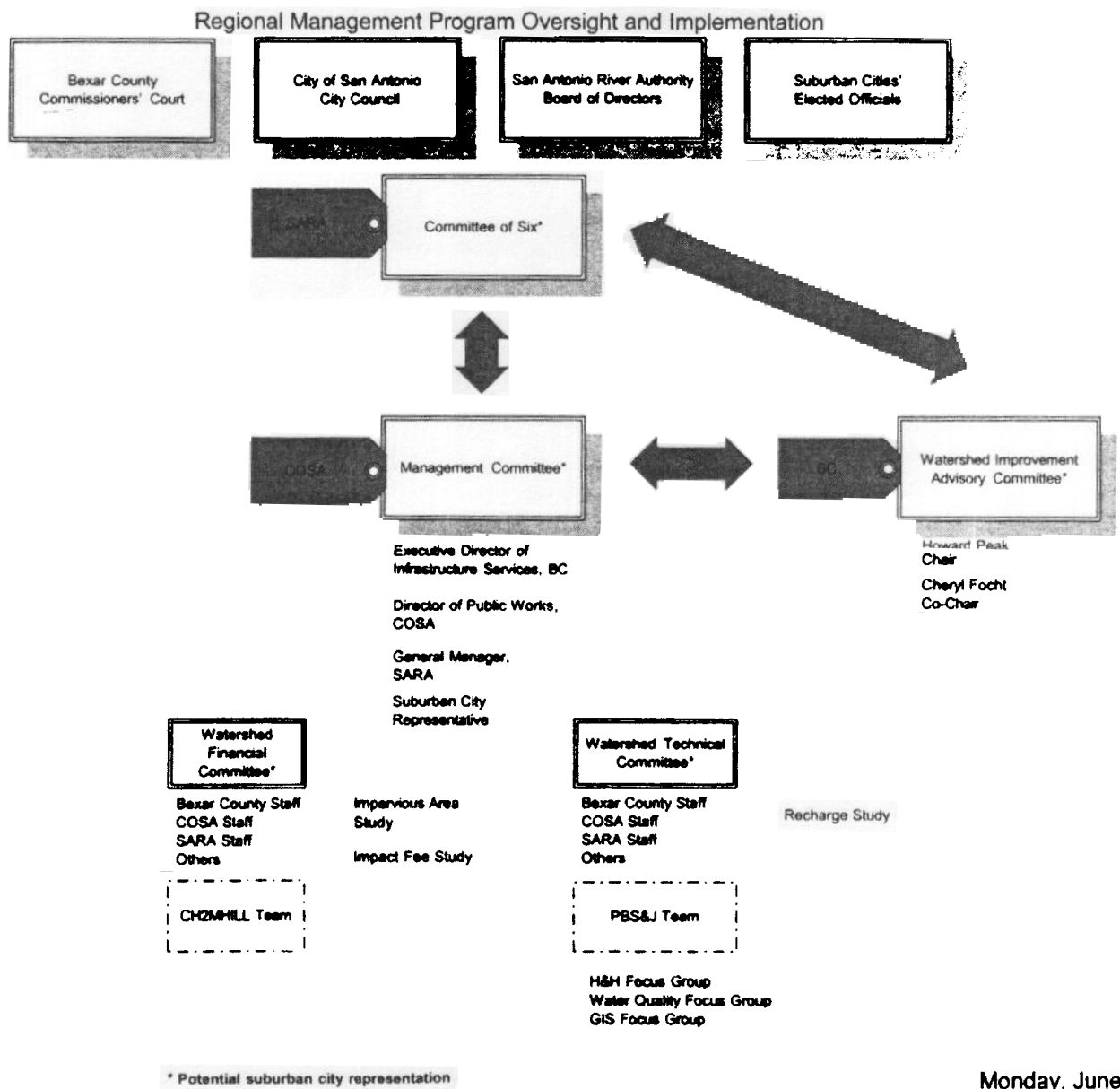
San Antonio River Authority:

- provide staff support for the Committee of Six
- serve as the regional planning entity
- maintain membership on all committees
- share technical expertise and technical and financial data
- participate in the five year and annual capital improvement planning process and in the development of the Watershed Master Plan
- utilize regional plans and technical models
- network databases
- retain local sponsorship on existing projects with the U.S. Army Corps of Engineers and Natural Resource Conservation Service
- retain operations and maintenance responsibilities
- comply with the uniform project design and operations and maintenance standards established in Watershed Master Plan

Suburban Cities:

- coordinate flood control, drainage and storm water projects through regional program
- participate in the five year and annual capital improvement planning process and in the development of the Watershed Master Plan
- Share technical expertise, technical and financial data
- appoint management and/or technical staff or elected representatives to participate in technical and planning committees
- identify annually all funds that may be available to support the regional management program
- comply with the uniform project design and operations and maintenance standards established in Watershed Master Plan

[Additional information...](#)



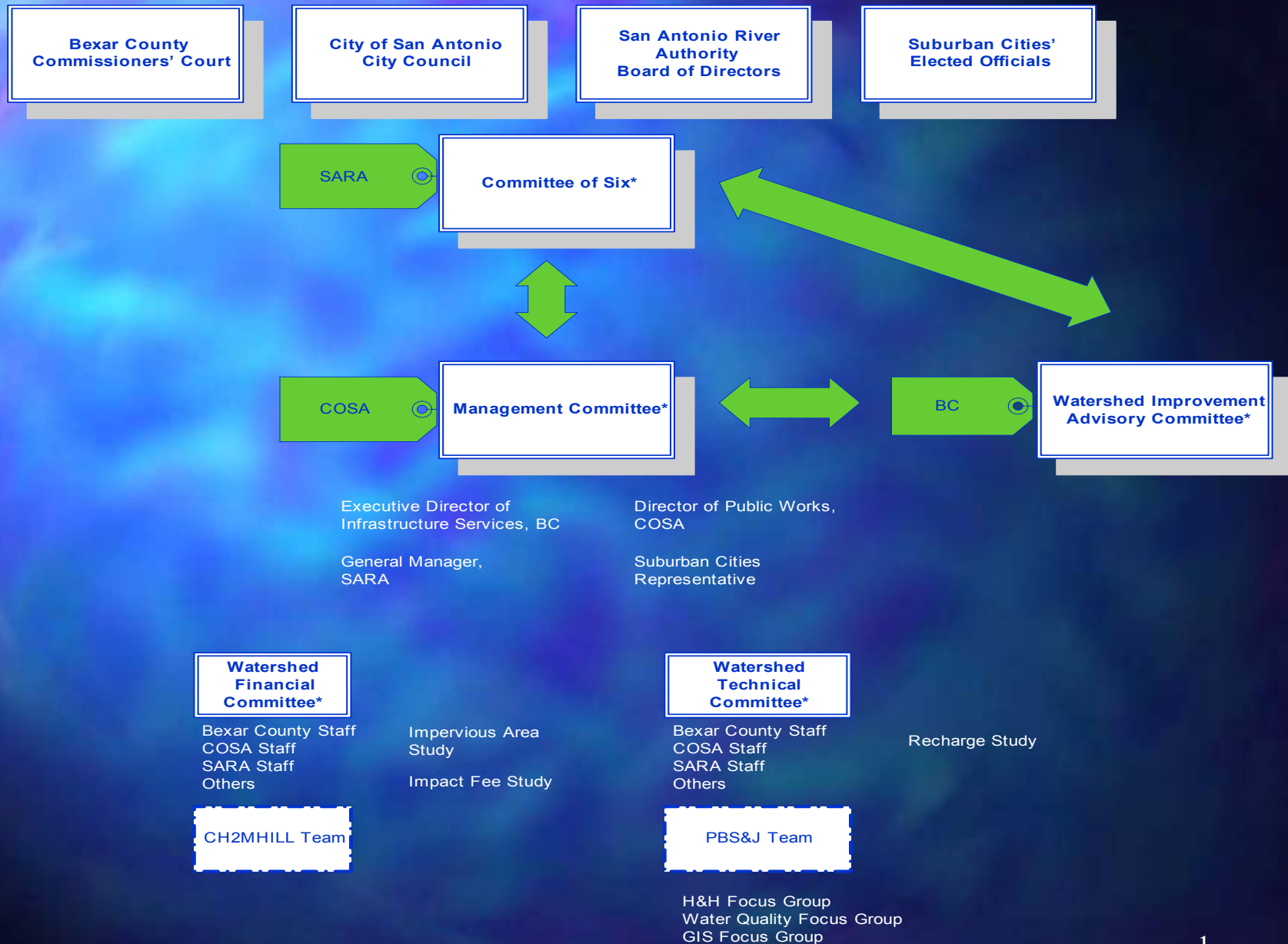
Monday, June 23, 2003

Figure 1

For More Information Contact:

Bexar County: (210) 335-6782
 City of San Antonio: (210) 207-8020
 San Antonio River Authority: (210) 227-1373

Regional Management Program Oversight and Implementation



For additional information

Bexar County: (210) 335-6782

City of San Antonio: (210) 207-8020

San Antonio River Authority: (210) 227-1373

ORIGINAL

STATE OF TEXAS

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INTERLOCAL AGREEMENT BETWEEN

§

CITY OF SAN ANTONIO, TEXAS

COUNTY OF BEXAR

§

BEXAR COUNTY, TEXAS

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SAN ANTONIO RIVER AUTHORITY

This Interlocal Agreement is entered into by the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality, COUNTY OF BEXAR, a political subdivision of the State of Texas, and SAN ANTONIO RIVER AUTHORITY, a Texas conservation and reclamation district. This Interlocal Agreement is entered into by the parties pursuant to the authority granted, and in compliance with, the provisions of the "Interlocal Cooperation Act", as amended, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act, which is to increase the efficiency and effectiveness of local governments.

DEFINITIONS

"AGREEMENT" means this agreement.

"COE" means the United States Army Corps of Engineers.

"Committee of Six" means that committee described in Article V consisting of two members of the COSA City Council, two members of the COUNTY Commissioners Court and two Bexar County members of the SARA Board of Directors.

"COSA" means the City of San Antonio, Texas.

"COUNTY" means Bexar County, Texas.

"FEMA" means the Federal Emergency Management Agency.

"Local Project" means all projects that are not Regional Projects.

"Management Committee" means that committee described in Article V consisting of the COSA Director of Public Works, the COUNTY Executive Director of Infrastructure Services, and the SARA General Manager.

"Military Bases" means all real property held by the United States Department of Defense located in the Service Area as defined in Article IV.

"MS4" means Municipal Separate Storm Sewer System.

"NPDES" means the National Pollution Discharge Elimination System established by the federal Environmental Protection Agency.

"NRCS" means the Natural Resource Conservation Service.

"PARTIES" and/or "PARTY" mean the parties to this AGREEMENT, namely COSA, COUNTY and SARA.

"Regional Management Program" means the Regional Flood Control, Drainage and Storm Water Management Program.

"Regional Project" means all projects with a drainage area greater than 960 acres.

"SARA" means the San Antonio River Authority.

"STATE" means the State of Texas.

"Storm Water Utility" means the entity established by COSA Ordinance No. 86711 Storm Water Drainage Utility.

"Suburban Cities" means those municipalities located in Bexar County, Texas, other than COSA.

"TCEQ" means the Texas Commission on Environmental Quality, formerly known as the Texas Natural Resource Conservation Commission.

"TPDES" means the Texas Pollution Discharge Elimination System as delegated to the State by the federal Environmental Protection Agency.

"Watershed Committee" means the Countywide Citizens Watershed Master Plan Committee originally appointed by COSA Resolution No. 99-46-51 on December 9, 1999 and COUNTY Joint Resolution on December 7, 1999 with subsequent modification to the committee membership and extension of the term of the original committee term by COSA and COUNTY with respective actions in November 2001.

"WIAC" means the Watershed Improvement Advisory Committee described in Article V.

ARTICLE I

BACKGROUND

COUNTY, COSA and SARA have historically funded and delivered watershed management services to the citizens of Bexar County. The implementation of such management services has been accomplished through various inter-local agreements between governmental entities and by contracts with private sector service providers.

The Watershed Committee was formed to work with and advise COSA, COUNTY and other entities in the development of a comprehensive flood and drainage master plan to serve as the basis for prioritization of future public investment in drainage improvements and flood mitigation projects. The Watershed Committee was instrumental in defining the need for a

regional system for flood control, drainage, storm water management, operations and capital project implementation. This effort has served as a catalyst for the PARTIES to address these needs in a coordinated regional program. The PARTIES believe that a regional management program to deliver regional flood control, drainage and storm water projects and services will more effectively address associated public safety and resource management issues.

ARTICLE II

PURPOSE

This AGREEMENT will implement a consistent, unified and equitable flood control, drainage and storm water program ("The Regional Management Program") for the citizens of Bexar County that will improve the quality of life, protect life and property, and provide safe transportation during heavy rain and flood events. The Regional Management Program will address both water quality and water quantity issues.

This AGREEMENT will establish and promote cooperative and collaborative management and operation of the Regional Management Program. This AGREEMENT will promote coordinated program funding and improve the management of public funding sources and ensure coordination of governmental resources and functions dedicated to the Regional Management Program. This AGREEMENT will ensure cooperation and coordination to present a unified approach for federal and state funding requests. This AGREEMENT will promote the highest quality development of COSA and COUNTY and do so in an open cooperative manner between the PARTIES, to include all jurisdictions in Bexar County. This AGREEMENT will create standardized system guidelines, create a regional capital improvement program based upon the dynamics of watershed hydraulics and hydrology, and encourage public participation to ensure that the Regional Management Program meets the needs of the Bexar County community.

ARTICLE III

SERVICES AND RESPONSIBILITIES

The PARTIES agree to collaborate and coordinate their activities while recognizing that each PARTY has specific constituencies, regulatory functions and policy requirements. Each PARTY will utilize the legal authorities and capabilities available to it for the benefit of the Regional Management Program. The PARTIES agree to the assignment of duties and responsibilities, as described herein, so as to improve efficiency, effectiveness and productivity of managerial, capital, and operational activities to enhance the services provided to the Bexar County community. The PARTIES further agree to maintain open communications between themselves such that operation and management of activities are visible to all PARTIES.

The services of the PARTIES are summarized as follows:

COSA

COSA will participate in the regional study and planning effort developed by SARA. The regional plans provided by SARA will require input from COSA and final plans will be submitted, reviewed and utilized by COSA. COSA will continue to implement its infrastructure capital improvements program by managing all planning, design and construction activities. COSA will also operate and maintain all storm water infrastructure within its jurisdiction as it currently exists and as it is expanded in the future and will make these services available to other jurisdictions. COSA's floodplain administrator will retain the final decision authority on issues dealing with development and redevelopment within COSA's jurisdiction as it is today and may be expanded in the future. COSA will continue to be the primary FEMA coordinator on floodplain issues within COSA's jurisdiction. COSA will continue to respond to flooding issues within its jurisdiction and will coordinate the flood recovery efforts. As permit holder of the NPDES/TPDES Phase I permit, COSA will ensure permit compliance and make available permit related services to other jurisdictions within the service area. In order to provide a central location for non-emergency requests regarding flood control, drainage or storm water management, COSA has created a 311 Customer Service Call Center. Calls made to 311 by COSA citizens will be directed to the appropriate COSA department. When the 311 Customer Service Call Center receives a call from a non-COSA citizen, an electronic message will be created and sent to COUNTY and/or SARA respectively. COSA recognizes that each PARTY has specific constituencies, regulatory and policy-making authorities. COSA commits to a collaborative and cooperative approach to meet the needs of the service area. COSA will collaborate and coordinate with COUNTY and SARA.

The PARTIES also expressly recognize the ability of COSA to issue debt payable from its ad valorem taxes or storm water drainage fees for any lawful purpose.

COUNTY

COUNTY will participate in the regional study and planning effort developed by SARA. The regional plans provided by SARA will require input from COUNTY and final plans will be submitted, reviewed and utilized by COUNTY. COUNTY will continue to implement its infrastructure capital improvements program by managing all planning, design and construction activities. COUNTY will operate and maintain all storm water infrastructure within its jurisdiction as it currently exists and as it is expanded in the future and will make these services available to other jurisdictions. COUNTY's floodplain administrator will retain the final decision authority on issues dealing with development and redevelopment within COUNTY's jurisdiction as it is today and may be expanded in the future. COUNTY will continue to be the primary FEMA coordinator on floodplain issues within COUNTY's jurisdiction. COUNTY will continue to respond to flooding issues within its jurisdiction and will coordinate the flood recovery efforts. COUNTY is responsible for developing and implementing the program for a NPDES/TPDES Phase II permit. Once established COUNTY will ensure permit compliance and make available permit related services to other jurisdictions within the service area. This effort may be implemented solely by COUNTY or by establishing contractual relationships with other entities.

The PARTIES recognize that COUNTY and SARA have maintained a contractual relationship to provide for specific flood control and soil conservation programs commencing with the execution of the Contract between Bexar County, Texas and San Antonio River Authority dated September 12, 1955, as amended in 1967, 1976, 1979 and 1990. The most recent amendment to the Contract, being the 1999 Amendatory Contract, sets forth the entire contractual relationship that exists between COUNTY and SARA since the inception of the 1955 Contract. The PARTIES to this AGREEMENT do not intend to modify, limit, restrict, or increase the obligations, responsibilities, or duties of either COUNTY or SARA under the 1999 Amendatory Contract, as amended, through this AGREEMENT. Any conflicts between the obligations and duties of COUNTY and SARA established in the 1999 Amendatory Contract and this AGREEMENT shall be resolved by giving precedence to the provisions of the 1999 Amendatory Contract. COUNTY recognizes that each PARTY has specific constituencies, regulatory and policy-making authorities. COUNTY commits to a collaborative and cooperative approach to meet the needs of the service area. COUNTY will collaborate and coordinate with COSA and SARA.

The PARTIES also expressly recognize the ability of the COUNTY to issue debt payable from its ad valorem taxes or flood control taxes for any lawful purpose.

SARA

SARA serves as the regional planning entity responsible for the development and maintenance of all planning, engineering, capital improvement and financial planning models, services and functions necessary to support the Regional Management Program.

SARA will create and maintain the Watershed Master Plan, as described in Article VII, to guide the implementation of the Regional Management Program. SARA will create water quantity and water quality models, as described in Article VII, to develop a Five Year Capital Improvement Plan and Annual Capital Improvement Plan, as described in Article VII. SARA will remain local sponsor with the COE and NRCS for current responsibilities on the San Antonio Channel Improvements Project, the existing NRCS dam structures and the Guadalupe/San Antonio River Basin Study.

SARA will provide services and equipment to inventory and network existing and future databases and link information for use by all participating entities. SARA will serve as contracting agent and project manager for Regional Projects with multiple funding sources, if requested by COUNTY and/or COSA.

The PARTIES recognize that COUNTY and SARA have maintained a contractual relationship to provide for specific flood control and soil conservation programs commencing with the execution of the Contract between Bexar County, Texas and San Antonio River Authority dated September 12, 1955, as amended in 1967, 1976, 1979 and 1990. The most recent amendment to the Contract, being the 1999 Amendatory Contract, sets forth the entire contractual relationship that exists between COUNTY and SARA since the inception of the 1955 Contract. The PARTIES to this AGREEMENT do not intend to modify the obligations or duties of either

COUNTY or SARA under the 1999 Amendatory Contract through this AGREEMENT. Any conflicts between the obligations and duties of COUNTY and SARA established in the 1999 Amendatory Contract and this AGREEMENT shall be resolved by giving precedence to the provisions of the 1999 Amendatory Contract. SARA commits to a collaborative and cooperative approach to meet the needs of the service area. SARA will collaborate and coordinate with COSA and COUNTY.

PARTIES

As part of this effort, the PARTIES will provide technical and administrative support associated with the creation of the Watershed Master Plan, Five Year Capital Improvement Plan and Annual Capital Improvement Plan.

MANAGEMENT GUIDANCE DOCUMENT

Within 180 days following the execution of this AGREEMENT, the Management Committee shall prepare a Management Guidance Document that will more specifically define service responsibilities to be provided by the PARTIES according to this Article. The Management Guidance Document will become a component of, and be consistent with, the Watershed Master Plan described in Article VII.

ARTICLE IV

SERVICE AREA

The service area addressed by this AGREEMENT is the geographic limits of Bexar County and the area included in the city limits or extra-territorial jurisdiction of any municipality located in Bexar County and Military Bases. Adjacent jurisdictions and non-adjacent jurisdictions may be considered for future addition to the service area. The PARTIES recognize that some watersheds in Bexar County include areas outside of Bexar County, both upstream and downstream and, therefore, coordination and management with neighboring jurisdictions will be required.

ARTICLE V

STRUCTURE

GOVERNING BODIES

The governing bodies of the PARTIES are the San Antonio City Council, the Bexar County Commissioners Court and the San Antonio River Authority Board of Directors.

The PARTIES shall retain, in person and government, control and management of their respective governmental functions, as set out under federal, state and local statutes and regulations. The governing bodies of each of the PARTIES will approve or disapprove the Watershed Master Plan and subsequent revisions. The governing bodies of the PARTIES shall be presented annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan, as described in Article VII, for purposes of inclusion in the PARTIES' annual budget process.

COMMITTEE OF SIX

The Committee of Six shall provide policy and general oversight for the Regional Management Program and direction to the Management Committee. Members of the Committee of Six shall make recommendations regarding policies, plans and programs associated with the Regional Management Program to their respective governing bodies.

The Committee of Six shall consist of two members of the COSA City Council, two members of the COUNTY Commissioners Court and two Bexar County members of the SARA Board of Directors. The initial members of the Committee of Six are COSA Council Member Bonnie Conner, COSA Council Member Toni Moorhouse, COUNTY Commissioner Tommy Adkisson, COUNTY Commissioner Robert Tejeda, SARA Director Louis Rowe and SARA Director Tom Weaver.

Members of the Committee of Six will serve upon designation of membership as long as the committee member is a member of the COSA City Council, COUNTY Commissioners Court or SARA Board of Directors and until the governing body of the appointing entity replaces the member. Should a Committee of Six member's tenure in government office end, that member shall be replaced as soon as is practicable by the governing body of the respective entity that appointed the member in order that each PARTY remains equally represented and operationally viable within the Committee of Six.

The Committee of Six will be supported by non-voting ex-officio representation consisting of the members of the Management Committee, the WIAC chair, one representative of the participating Suburban Cities and one representative of the participating Military Bases.

The Committee of Six shall:

1. Receive advice from the WIAC;
2. Review and develop recommendations for consideration by the Governing Boards regarding the Watershed Master Plan, annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan and the performance appraisal and report card; and
3. Provide direction to the Management Committee on Regional Management Program activities.

The Committee of Six shall meet as often as necessary to receive reports from the Management Committee. The Committee of Six shall have a minimum of four public meetings a year to be held in February, April, June and October of each year. The Committee of Six shall schedule an opportunity for citizen input at each of its meetings. To comply with the goal and purpose of this AGREEMENT, attendance by the six committee members and each PARTY's Management Committee representative shall be required at the Committee of Six meetings, unless otherwise agreed to by the PARTIES.

SARA shall provide administrative support for the activities of the Committee of Six. The cost and expenses incurred by SARA for this administrative support shall not be included as an expense of the 1999 Amendatory Contract. This administrative support does not include directing the activities of the Committee of Six. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes and each meeting and providing logistical support for each meeting. The method of providing this administrative support will be reviewed periodically. SARA shall maintain a formal record of the Committee of Six meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the Committee of Six. The record documents shall be compiled following each meeting and shall be made available at all times, upon reasonable timely request, to the PARTIES. The PARTIES shall be represented in all meetings held to plan and implement the activities of the Committee of Six.

MANAGEMENT COMMITTEE

The Management Committee shall manage the planning, implementation and operation of the Regional Management Program. The Management Committee shall consist of one representative from each PARTY. COSA's Director of Public Works, COUNTY's Executive Director of Infrastructure Services and SARA's General Manager, and their respective successors, shall be the Management Committee representative for the respective PARTIES.

The Management Committee shall have public meetings twice a year, with the initial meeting following the execution of this AGREEMENT. The Management Committee shall schedule an opportunity for citizen input at each of these meetings. In addition to the public meetings of the Management Committee, the members of the Management Committee shall meet for work sessions as often as necessary at times and places convenient to the members of the Management Committee. Attendance by all three members of the Management Committee is necessary to convene a meeting of the Management Committee. Decisions of the Management Committee will be made by consensus.

COSA shall provide administrative support for the activities of the Management Committee. This administrative support does not include directing the activities of the Management Committee. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes and each meeting and providing logistical support for each meeting. The method of providing this administrative support will be reviewed periodically. COSA shall maintain a formal record of the Management Committee meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the Management Committee. The record documents shall be compiled following each meeting and shall be made available at all times, upon reasonable timely request, to the PARTIES.

The Management Committee shall be responsible for the following:

1. Preparing a Management Guidance Document, as referenced in Article III, to more specifically define the services to be provided by the PARTIES;

2. Coordinating activities of the PARTIES to ensure effective and efficient implementation of all of the services in the Management Guidance Document;
3. Coordinating the activities of the Regional Management Program that benefit or impact two or more of the PARTIES or other participating local, regional, state and federal jurisdictions including flood plain mapping, pre-flooding planning, hazard mitigation, flood warning systems, legislative initiatives, federal and state funding initiatives, public education, public participation and public information programs that support the Regional Management Program;
4. Assigning responsibilities related to the activities that benefit or impact two or more of the PARTIES or other participating local, regional, state and federal jurisdictions, based upon the capabilities and resources of each entity.
5. Managing the development of the Watershed Master Plan, and the annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan and submitting same to the Committee of Six;
6. Receiving advice and recommendations from the WIAC;
7. Developing performance standards, design standards and uniform operations and maintenance criteria to be included in the Watershed Master Plan;
8. Reviewing the results of the services provided against the performance standards as a performance appraisal and prepare and submit a report card to the Committee of Six as follows: (a) six months from the start of each fiscal year; and (b) prior to approval of new fiscal year budget;
9. Producing quarterly reports on the current status and future activities of the Regional Management Program and Management Committee recommendations;
10. Coordinating and assuring public participation and input; and
11. Coordinating and assuring participation of Suburban Cities and Military Bases, including the development of the interlocal agreement to be executed with the participating Suburban Cities and Military Bases, and assuring input from other jurisdictions.
12. The Management Committee is responsible for reviewing and providing analysis and recommendations regarding regional flood control models, (i.e. Harris County Flood Control District).

The Management Committee shall report to, and receive direction from, the Committee of Six. The Management Committee shall make available all relevant documents and shall be available for discussion of any aspect of the Regional Management Program at the Committee of Six meetings.

WATERSHED IMPROVEMENT ADVISORY COMMITTEE

The PARTIES will create a public participation group being the Watershed Improvement Advisory Committee using the San Antonio River Oversight Committee as a model for its framework and process. The WIAC will advise the PARTIES on the development of the Watershed Master Plan, the annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan. The WIAC will review and comment on the criteria developed by the Management Committee for use annually to prioritize the projects to be selected for inclusion in the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan. The WIAC will review and comment on the annual editions of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan prior to their submission to the Committee of Six. The WIAC will advise the PARTIES on public awareness activities and serve as community advocates for the Regional Management Program.

The WIAC will consist of fifteen members, who shall be residents of Bexar County, Texas. Each PARTY will appoint five members. It is the intent of the PARTIES to appoint at least three current members of the Watershed Committee to the WIAC. The PARTIES will coordinate the appointment of members to the WIAC so that all major watersheds in Bexar County, stakeholders and geographical sectors of Bexar County are represented on the WIAC. The term of each member of the WIAC will be for two years. The WIAC will meet as often as necessary, but no less than six times a year. The Committee of Six will select a chair and co-chair. The WIAC will provide a copy of their agendas to the Management Committee prior to each meeting of the WIAC.

The Management Committee will copy the WIAC on the quarterly reports of the Management Committee to the Committee of Six. The WIAC will receive the Watershed Master Plan, the annual editions of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan. The WIAC will receive notice of the Committee of Six meetings and the public Management Committee meetings. There will be an item on the agenda of each Committee of Six meeting to receive input from the WIAC chair.

The Management Committee may call meetings of the WIAC to obtain input on matters that may arise between meetings of the WIAC. The WIAC may comment on the quarterly reports to the Committee of Six regarding the status of the Watershed Master Plan prepared by the Management Committee, the annual editions of the Five Year Capital Improvement Plan, and the Annual Capital Improvement Plan.

COUNTY shall provide administrative support for the activities of the WIAC. This administrative support does not include directing the activities of the WIAC. This administrative support includes sending out agendas, scheduling meetings, securing meeting rooms and locations, creating minutes and each meeting and providing logistical support for each meeting. The method of providing this administrative support will be reviewed periodically. COUNTY shall maintain a formal record of the WIAC meetings including production of the agendas, taking of minutes, recording attendance, and recording the actions of the WIAC. The record documents shall be compiled following each meeting and shall be made available at all times, upon reasonable timely request, to the PARTIES.

SUBURBAN CITIES AND MILITARY BASES

The PARTIES agree to promote the participation of the Suburban Cities and Military Bases in the Regional Management Program. The Management Committee shall design a program in consultation with representatives of the Suburban Cities and Military Bases to accomplish this participation. The program will include guidelines for participation and a draft interlocal agreement. The program design will be completed within 180 days after execution of this agreement. Those Suburban Cities and Military Bases that choose to participate may enter into an interlocal agreement with the PARTIES to further define their responsibilities and benefits in the Regional Management Program.

ARTICLE VI

PUBLIC PARTICIPATION

Public participation is an integral part of the Regional Management Program. The review and comment opportunities provided to the WIAC in Article V will provide a large measure of public participation in the Regional Management Program. The involvement of Suburban Cities and Military Bases will provide another element of public participation. Members of the public will be able to attend and comment at the public meetings of the Committee of Six and the Management Committee and obtain copies of the Watershed Master Plan, the annual editions of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan and the quarterly reports of the Management Committee to the Committee of Six.

ARTICLE VII

PLANNING

RESEARCH

The PARTIES have extensive amounts of data, technical support models, and institutional knowledge relating to flood control, drainage, and storm water management in Bexar County. The PARTIES will use these, and any other available resources to create, implement and manage the Regional Management Program. The PARTIES shall also have a continuing research function as part of the Regional Management Program to incorporate new technology, programs and available information that will support the management and implementation of the Regional Management Program.

The PARTIES will also rely on the findings and recommendations of the Watershed Committee, as detailed in the "Final Report of the Countywide Citizens Watershed Master Plan Committee, dated February 16, 2001"; and "the Action Plan For Implementation of the Recommendations of the Countywide Citizens Watershed Master Plan Committee, dated September 2001," attached as Appendix A. The Watershed Committee was charged by COSA and COUNTY to work with and advise COSA and COUNTY in the development of a comprehensive flood and drainage master plan and to identify needs and recommend a program of flood control and drainage improvements for future public investment. The Watershed Committee's charge included the

prioritization of specific flood control and drainage projects identified in "The 1999 Bexar County Flood Analysis Report" prepared by SARA for COUNTY following the 1998 flood. The Watershed Committee's project prioritization is included in Appendix A.

WATER QUALITY AND WATER QUANTITY MODELS

SARA, in coordination with COSA and COUNTY, agrees to develop hydrologic, hydraulic and water quality models tied to a geographic information system. COSA and COUNTY will share all available data in their possession to be included in these models. The PARTIES will use these models to support decisions regarding the development, management and the implementation of the Regional Management Program. The PARTIES will rely on the models to identify regional flood control, drainage, storm water and water quality projects to be included in the annual editions of the Five Year Capital Improvement Plan and the Annual Capital Improvement Plan. SARA agrees to maintain this expert system of hydrologic, hydraulic and water quality models, and associated geographic data and make it available for use by the PARTIES.

WATERSHED MASTER PLAN

SARA, in coordination with COSA and COUNTY, agrees to develop a Watershed Master Plan to guide the management and implementation of the Regional Management Program. The initial Watershed Master Plan will be completed within one year of the execution of this Agreement and will be updated periodically. The Watershed Master Plan will establish program goals, objectives, performance standards and best management practices and detail the components, processes and procedures that govern the management and implementation of the Regional Management Program. The Watershed Master Plan will establish uniform design standards for capital project categories and consistent service levels and standards for operations and maintenance activities. The Watershed Master Plan will catalogue all federal and state statutes, regulations and local ordinances, policies and procedures that relate to flood control, drainage, storm water and water quality management. The Watershed Master Plan will be designed to conform to all federal and state statutes, regulations and local ordinances. The Watershed Master Plan will identify opportunities to achieve uniformity, consistency and recommend revisions to federal and state statutes, regulations, and local ordinances, policies and procedures where necessary, to support the goals and objectives of the Regional Management Program.

CAPITAL IMPROVEMENT PLANS

The PARTIES agree to include an annual capital improvement planning process in the Regional Management Program. This annual planning process includes the development of a Five Year Capital Improvement Plan which identifies Regional Projects and their estimated budgets proposed for implementation for the next five year period. A more detailed Annual Capital Improvement Plan will be developed to identify projects and annual project costs for funding by the PARTIES in their budgets. The Annual Capital Improvement Plan is a list of all projects that will be funded that year, which PARTY or PARTIES will fund them, the amount of the funding and who will be the contracting authority for the project.

Each year, COSA and COUNTY, in consultation with SARA, will engage in an iterative process to identify projects and their estimated costs to be included in Five Year Capital Plan and Annual Capital Improvement Plan. Projects in the Annual Capital Improvement Plan and the Five Year Capital Improvement Plan may include, but are not limited to, storm water detention, channelization, buy-out of structures, bridges to replace low water crossings, locks, gates, dams, tunnels, channel clearing, excavation, fill and other possible drainage improvements.

This annual process to develop the Capital Improvement Plans will begin with SARA's presentation of the projects identified for their technical merit through the application of the water quantity and water quality models for review by the Management Committee. The Management Committee shall consider other factors that guide the selection of the projects to be evaluated for inclusion in the annual editions of the Five Year Capital Plan and Annual Capital Improvement Plan. These factors include, but are not limited to, the PARTIES' funding capabilities, project size and location, cost/benefit analysis, current or pending development, future development, population growth trends, environmental impact, water quality, availability of additional funds or matching funds, current or pending debt proceeds, future debt issues, multiple benefits, regulatory compliance and criteria as recommended by the WIAC. The Management Committee will compile a draft Five Year Capital Plan and Annual Capital Improvement Plan for review and comment by the WIAC. The final draft Five Year Capital Plan and Annual Capital Improvement Plan will be prepared after receiving comments from the WIAC. The final draft of the Five Year Capital Plan and Annual Capital Improvement Plan will be presented to the Committee of Six at their April meeting each year for consideration and recommendation to the respective governing boards. Following consideration by the Committee of Six, the Five Year Capital Plan and Annual Capital Improvement Plan will be presented to the governing bodies of each of the PARTIES for purposes of inclusion in the PARTIES' annual budget process.

ARTICLE VIII

CAPITAL PROJECT IMPLEMENTATION

The Capital Project Implementation activities include, but are not limited to, design, surveying, environmental assessments, permitting, integrating other public goals, amenities, dual-use facilities, utilities coordination, construction and coordination with other public works. Unless otherwise agreed to by the PARTIES, the funding source of each capital improvement project will be the determinant for assignment of implementation responsibilities for that capital improvement project. SARA, if requested by COSA and/or COUNTY will contract with COSA and/or COUNTY to implement capital improvement projects involving multiple jurisdictions and/or multiple funding sources. The PARTIES will utilize the project implementation standards established in the Watershed Master Plan, supplemented by their respective standard project management, design, construction and contract administration procedures to implement each project.

ARTICLE IX

OPERATIONS AND MAINTENANCE

The PARTIES will develop uniform service standards to be included in the Watershed Master Plan described in Article VII for operations and maintenance activities to be performed by the PARTIES as part of the Regional Management Program. The Management Guidance Document described in Article III will define the service responsibilities of each of the PARTIES.

ARTICLE X

FUNDING

Funding for the activities of the PARTIES, as described herein, shall be provided as follows, subject to approval and appropriation by the respective governing bodies of the PARTIES:

COSA, subject to any limitations contained in any debt instruments, shall contribute and utilize the fees that it collects in association with its Storm Water Utility. COSA's Storm Water Utility collects these fees within the municipal limits of COSA for the maintenance of COSA's MS4. Fees are also collected for compliance with federal and state laws governing the NPDES/TPDES permit held by COSA. The current COSA MS4 consists of all the property associated with storm water and drainage within the municipal limits and extra-territorial jurisdiction ("ETJ") and can include all property that drains into the MS4. Texas Local Government Code Section 401.002(c) provides authority for the possible expansion of COSA's MS4 beyond the municipal limits and ETJ should it be necessary to do so to comply with federal and/or state laws (see Article IV, SERVICE AREA above). The fees that can be collected by COSA include a fee-in-lieu of detention, a storm water development fee, and impact fee. In addition to these fees, COSA may also utilize proceeds from debt issues that have been identified for a Regional Project in connection with this AGREEMENT.

COUNTY, subject to any limitations contained in any debt instruments, shall contribute and utilize a portion of its flood control fund as described in Section 256.006 of the Texas Transportation Code.

SARA, subject to any limitations contained in any debt instruments, shall contribute and utilize a portion of its tax proceeds and bond proceeds pursuant to contractual arrangements either by the sale of services or taxes to be levied by a county or municipality and paid over to SARA pursuant to interlocal agreement with said county or municipality as authorized by Tex. Rev. Civ. Stat. Ann. Art. 8280-119, Section 15-a (Vernon Supp. 1971).

The PARTIES further agree that other opportunities for funding shall be actively pursued throughout the course of this AGREEMENT. Other sources of funding which shall be pursued include, but are not limited to, developer contribution agreements; federal, state, non-profit, non-government affiliated private or public grants; and various state and federal funding opportunities. The PARTIES agree to cooperate and coordinate to present a unified approach for federal and state funding requests.

Each PARTY shall use its respective sources of funds identified above to support the staff and administrative costs associated with their participation in the Regional Management Program. The PARTIES agree to jointly develop a strategic financial model ("the Financial Model") to support the Regional Management Program. SARA shall be responsible for the development and maintenance of the Financial Model in coordination with COUNTY and COSA and other jurisdictions, as required, through direction SARA receives from the Management Committee. The Financial Model will be a management tool used to support the collaborative decisions of the PARTIES and other participants in the Regional Management Program in the areas of coordinating available funds, providing consistent cost accounting, providing cost and revenue requirements, analyzing and selecting financing mechanisms, measuring financial performance, producing the Five Year Capital Improvement Plan, and reducing duplication and increasing efficiency in the allocation of resources to the Regional Management Program. The Financial Model shall be updated annually for use by each PARTY in preparation of its annual budget. The PARTIES agree to develop the initial Financial Model for presentation to the Management Committee by January 15, 2003 for review and approval. Upon approval, SARA will perform operations of the Financial Model and present results to the Management Committee no later than March 1, 2003 to support decisions regarding the development of the Five Year Capital Improvement Plan and Annual Capital Improvement Plan.

ARTICLE XI

PERFORMANCE AND ACCOUNTABILITY

The PARTIES agree to establish performance standards and best management practices to be included in the Watershed Master Plan described in Article VII. The PARTIES agree to acquaint themselves with comparable programs throughout the nation and evaluate the elements of these programs in establishing performance standards and practices.

The Management Committee will review the results of the services provided in the Regional Management Program against the performance standards as a performance appraisal and annually prepare and submit a report card to the Committee of Six at its February meeting each year for review and for purposes of providing direction to the Management Committee.

The written quarterly and annual reports of the Management Committee and the budgets of each participating entity shall serve as performance and accountability standards for the Regional Management Program.

ARTICLE XII

PERSONNEL

The PARTIES agree to utilize their personnel as well as contract assistance that have the requisite training, licensing and/or certification, as necessary, to provide the services under this AGREEMENT.

ARTICLE XIII

STATISTICS AND DOCUMENTS

The PARTIES shall properly, accurately and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder. To further the purpose of cooperative administration of the activities described within this AGREEMENT, the PARTIES agree to make document and record materials available to one another, upon reasonable notice, and as often as each PARTY may require for purposes of inspection, examination, and/or copying of same.

SARA shall maintain and retain a complete set of any and all documents, papers, records, and other evidence produced as a result of services provided hereunder. All relevant documents in possession of each of the PARTIES shall be available at all times to the other PARTIES. If necessary, a reproduction of a document may be submitted and it shall be so marked, and the original shall be maintained and made available by the PARTY retaining said original document.

Where proprietary records and documents that are not necessarily a product of the activities conducted under this AGREEMENT are needed to further an activity or function of this AGREEMENT, the PARTIES agree to communicate to one another the specific time, place and document or record needed and the time parameters within which the document or record is being requested for examination prior to the actual examination in order that proper arrangements can be made for optimum use of time and personnel. The PARTIES specifically agree to make available for examination all records of financial transactions and expenditures, along with the proper personnel to explain the records and the nature of the expenditures or transaction, insofar as the expenditure or transaction is related to the activities described within this AGREEMENT. This provision shall be agreed to by the PARTIES in order to provide full accountability and complete honesty in documenting and sharing the information generated by this AGREEMENT.

ARTICLE XIV

OWNERSHIP OF DOCUMENTS

Title to and the right to determine the disposition of any copyrights or copyrightable material first produced or composed exclusively by the COSA, COUNTY and/or SARA in the performance of this AGREEMENT shall remain with the PARTY that produced the material. The PARTIES acknowledge that as the exclusive owner of any and all such writings, documents and information, the PARTIES have the right to use all such writings, documents and information in conjunction with the management and development of the activities conducted under the terms of this AGREEMENT.

The PARTIES agree that each PARTY owns, and is responsible for, its internal management of personnel, administrative and operational documents and records and their safekeeping in accordance with the terms of this AGREEMENT.

ARTICLE XV

ASSIGNMENT

The PARTIES acknowledge that they may not assign their obligations and duties under this AGREEMENT to any outside entity, consultant or manager that is not under the organizational structure of COSA, COUNTY and/or SARA without the prior written approval of to other PARTIES to this AGREEMENT.

ARTICLE XVI

DISPUTES

The PARTIES agree to use due diligence to cooperate and communicate with each other to resolve any and all disputes which may arise under this AGREEMENT. The PARTIES agree that before they will exercise the termination rights described in Article XVII they will attempt to resolve the dispute and will allow the non-disputing PARTIES the opportunity to cure the alleged dispute. In the event they are unable to do so, the PARTIES agree to mediate the dispute prior to exercising their termination rights.

ARTICLE XVII

TERM

This AGREEMENT shall be for a period of one year commencing upon the date the last of the PARTIES signs the AGREEMENT. The term of this AGREEMENT shall be automatically renewed each year unless terminated as provided in Article XVIII.

ARTICLE XVIII

TERMINATION

The termination of this AGREEMENT shall occur on the later of: (1) the date on which all responsibilities to operate and maintain the programs and projects undertaken pursuant to this AGREEMENT have been assumed by the PARTIES independent of this AGREEMENT; or (2) the date on which all debt issued to provide funds to finance programs or projects of the Regional Management Program pursuant to this AGREEMENT have been fully paid or legally defeased.

In the event a PARTY to this AGREEMENT determines it is in the best interest of that PARTY to withdraw from the AGREEMENT, the PARTY may withdraw by giving 365 days' written notice of such intent to the remaining PARTIES at the addresses provided in Section XVIII of this AGREEMENT. Subject to the limitations of Article V hereof, if debt has been issued to provide funds to finance specific projects under this AGREEMENT and the withdrawing PARTY is committed to assessing, levying and collecting a tax to retire such debt, the withdrawing PARTY shall continue to assess, levy and collect such taxes until the debt is fully paid or legally defeased. Likewise, if the withdrawing PARTY has been given responsibility for

the construction of a Regional Management Program project, or a portion of a project, and construction has begun, the withdrawing PARTY shall complete the construction of the project. During the period in which the withdrawing PARTY is either collecting the tax for retirement of such debt or completing construction of a project, as set out herein, the withdrawing PARTY's participation in this AGREEMENT shall be limited to those responsibilities.

The withdrawing PARTY shall cooperate with the remaining PARTIES to achieve a proper transition time period to allow the remaining PARTIES to restructure the services provided by the PARTIES. The withdrawing PARTY shall give the remaining PARTIES access to the materials and documents in the withdrawing PARTY's possession which would assist the remaining PARTIES in carrying out the plans and operations initiated under this AGREEMENT.

ARTICLE XIX

AMENDMENT

No amendment, modification or alteration of the terms of this AGREEMENT shall be binding unless it be in writing, dated subsequent to the date hereof, and be agreed to and duly executed by each of the PARTIES after official action by each of the respective governing bodies of the other PARTIES.

ARTICLE XX

NOTICES

To COSA Notices to COSA required or appropriate under this AGREEMENT shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, addressed to:

City of San Antonio
City Manager
P.O. Box 839966 / 1st Floor, City Hall
San Antonio, Texas 78283-3966
Attn: Terry Brechtel

with copy being sent to the Director of Public Works and to such other addresses as may hereafter be designated in writing by the City Manager of the City of San Antonio.

To COUNTY. Notices to COUNTY shall be addressed to:

County Judge
Bexar County Commissioner's Court
Bexar County Courthouse
100 Dolorosa, Suite 101
San Antonio, Texas 78205

with copy being sent to the Bexar County Executive Director of Infrastructure Services and to such other addresses as may herein be designated in writing by the Executive Director of Infrastructure Services.

To SARA. Notices to SARA shall be addressed to:

General Manager
San Antonio River Authority
P.O. Box 839980
San Antonio, Texas 78283-9980

or to such other addresses as may herein be designated in writing by the General Manager of SARA.

ARTICLE XXI

RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the PARTIES, or by any third party, as creating the relationship of principal and agent, joint venture or any other similar relationship between the PARTIES. It is understood and agreed that no provisions contained herein nor any acts of the PARTIES hereto create a relationship between the PARTIES other than that of independent contractor. In keeping with the provision of its services as an independent contractor, each PARTY shall be responsible for its respective acts or omissions. No PARTY has the authority to bind the other or to hold out to third parties that it has the authority to bind the other.

ARTICLE XXII

APPLICABLE LAW

This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the PARTIES created hereunder are performable in Bexar County, Texas.

ARTICLE XXIII

LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal or unenforceable in any respect, such shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXIV

COMPLIANCE WITH LAWS AND ORDINANCES

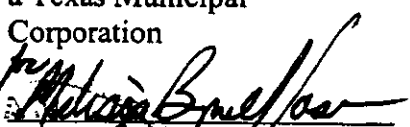
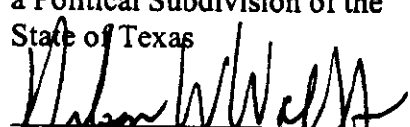
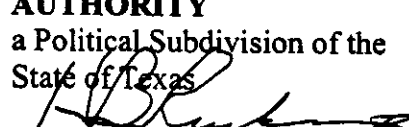



The PARTIES hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this AGREEMENT. The PARTIES acknowledge that they are subject to the Texas Public Information Act and the exceptions stated in such Act.


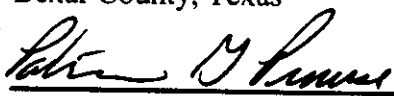
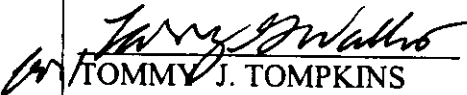


ARTICLE XXV

PARTIES BOUND

This AGREEMENT shall be binding upon and inure only to the benefit of the PARTIES hereto and their respective successors and assigns where permitted by this AGREEMENT.

EXECUTED IN TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the ___ day of _____, 2003.

CITY	COUNTY	SARA
CITY OF SAN ANTONIO a Texas Municipal Corporation  TERRY BRECHTEL City Manager <i>5/22/03</i>	COUNTY OF BEXAR a Political Subdivision of the State of Texas  NELSON W. WOLFF County Judge <i>5/6/03</i>	SAN ANTONIO RIVER AUTHORITY a Political Subdivision of the State of Texas  H. B. RUCKMAN, III Chairman
ATTEST:  YOLANDA L. LEDESMA Acting City Clerk	ATTEST:  GERRY RICKHOFF County Clerk	ATTEST:  JO TURNER Secretary

<p>APPROVED AS TO LEGAL FORM:</p> <p></p> <p>ANDREW MARTIN City Attorney</p>	<p>APPROVED AS TO LEGAL FORM:</p> <p>SUSAN D. REED Criminal District Attorney Bexar County, Texas</p> <p></p> <p>PATRICIA G. PROWSE Assistant District Attorney Civil Section</p> <p>APPROVED AS TO FINANCIAL CONTENT:</p> <p></p> <p>TOMMY J. TOMPKINS County Auditor</p> <p></p> <p>S. MARCUS JAHNS Executive Director/Budget Office Planning & Resource Management Department</p>	<p>APPROVED AS TO LEGAL FORM:</p> <p></p> <p>RALPH BROWN General Counsel</p>
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APPENDIX A

THE FINAL REPORT OF THE COUNTYWIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE, DATED FEBRUARY 16, 2001 AND THE ACTION PLAN FOR IMPLEMENTATION OF THE RECOMMENDATIONS OF THE COUNTYWIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE DATED SEPTEMBER 2001.

APPENDIX A

1. Final Report of the Countywide Citizens Watershed Master Plan Committee, dated February 16, 2001
 2. The Action Plan For Implementation of the Recommendations of the Countywide Citizens Watershed Master Plan Committee, dated September 2001
-

COUNTY WIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE

FINAL REPORT

*Prepared for Presentation to:
Bexar County Commissioners Court
and
San Antonio City Council*

*By:
Doug Leonhard, Chairman
Debra Nicholas, Vice Chairman*

*Carole Abitz
Charlie Conner
Cheryl Focht
June Kachtik
Tony Kuberski
Mark Oppelt
Thurman Sargent*

*Charlie Blank
Gary Fairley
Efton Geary
Sammie Ann Kerby
Landon Martin
Roy Rivero
Leon Thomas*

*Report Finalized:
February 16, 2001*

*The Countywide Citizens Watershed Masterplan Committee
is grateful to the staff of the City of San Antonio, County of Bexar and the
San Antonio River Authority for their support
of the committee's activities*

COUNTY WIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE

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We welcome an opportunity to make a formal presentation to both the Commissioners Court and City Council. If you have any questions or comments on the contents of the report, feel free to contact Douglas Leonhard, Committee Chairman, at 492-8530.

In closing, the committee thanks the staff of Bexar County, City of San Antonio, and the San Antonio River Authority (SARA) for assisting the committee in completing our work. The information and staff support received has allowed the committee to become more knowledgeable on issues and as a result we developed a better understanding of operational issues and are able to provide informed recommendations.

Executive Summary

The final report reviews the committee's creation, charge and activities and presents the process the committee used to prioritize projects. The report also reviews the observations and status of the recommendations offered in the committee's Interim Progress Report dated July 12, 2000.

The majority of the report focuses on the review of 176 projects in four major watersheds Cibolo Creek, Leon Creek, Medina River, and Salado Creek and some projects in the San Antonio River watershed. The report shares the committee's observations and recommendations by watershed.

Review of Cibolo Creek Watershed: The committee reviewed 18 projects in the Cibolo Creek Watershed and prioritized 17. Cibolo Creek experienced significant flooding in both June 1997 and October 1998, particularly in unincorporated areas of northeast Bexar County. Bexar County has initiated a buy-out of homes in the Lakewood Acres and Aztec/Bolton areas near Cibolo Creek. The committee supports efforts to remove residents from flood-prone areas and as such placed high priority on fully funding the buy-out of these homes. In addition, the committee deliberated on long-term solutions to the flooding along the Cibolo.

Review of Leon Creek Watershed: The committee reviewed and ranked 74 projects in the Leon Creek watershed. The committee ranked projects based upon areas of high-density population, areas with high traffic, and areas that have been totally neglected in the past. The committee also notes that specific projects along Leon Creek and its tributaries need to be studied together to determine linkages. Projects in these areas may impact one another; if one project is implemented, other related projects may not be needed. In addition, the committee recommends that as the linear park approved by the voters is developed along Leon Creek, flood and drainage improvements must be planned and implemented along with the park improvements.

recreation. The SARA rating served as a starting point for the project review; however, information gained through the watershed committee's tours of the projects and each member's personal knowledge of specific areas greatly contributed to the committee's project prioritization presented in this report.

The process the committee used to rank the projects was purposeful and conducted with forethought and concern. As projects are reviewed for future implementation, the City and County can have confidence that the watershed committee's project rankings represent the community's perspective on which projects should be implemented to result in needed improvement.

SARA's initial ratings for the projects are available for reference in the completed flood analysis report and in Appendix B of the committee's Interim Progress Report.

Total projects reviewed by watershed include: 18 in the Cibolo Creek; 74 in the Leon Creek Watershed; 19 in the Medina River Watershed; 35 in the Salado Creek Watershed; Watershed; and 30 in the San Antonio River Watershed.

The committee conducted five watershed tours traveling a total of 463 miles to see first hand the projects in each watershed. The committee also had monthly meetings to review and rank projects. The committee held workshops to receive several briefings from City, County and SARA staff regarding flood control and drainage issues and programs including the City of San Antonio drainage ordinance; legal issues pertaining to the ownership and responsibilities for the bed and banks of the rivers and tributaries; the City's parks and greenway program including the proposition to create linear parks along Salado and Leon creeks; the pros and cons of channelization; the City's and County's flood plain management programs; and project financing alternatives.

Review of Interim Observations: The committee's interim report noted the following observations:

Projects reviewed lack detail: A great number of the projects reviewed by the committee are conceptual and lack detail regarding the impact the proposed project could have on decreasing flooding conditions.

A Comprehensive approach to flood control is lacking: The watershed committee is concerned that flood control and drainage improvements are not being studied or implemented from a community-wide perspective. No one entity is responsible for developing and implementing a master plan for flood control and drainage improvements. Although the watershed committee reviews this issue further later in this report, in the interim report the committee commented that flooding knows no jurisdictional boundaries and as such should be addressed from at least a Countywide level, and when possible, in conjunction with affected regional communities.

Dependent and independent projects: To support the idea of comprehensive planning and implementation of flood control and drainage improvements, the watershed committee supported efforts to identify linked (dependent) projects and unlinked (independent) projects. Linked projects, where the implementation of a project or projects in one area may impact conditions in another area, required more collaboration between affected jurisdictions. Unlinked projects, where improvements are more localized, can be pursued more independently by the respective jurisdictional entity.

Review of Interim Recommendations: The committee presented five recommendations to the City and County in the interim report. The following represents the status of each recommendation:

Regarding Recommendation #1: *Funding to support integration of flood control and drainage issues with the creekways park initiative approved by voters for Salado Creek and Leon Creek, estimated cost \$700,000.* The City supported the idea of integrating the findings and recommendations of previous studies of Salado Creek and Leon Creek, with the projects along these creeks under review by the watershed committee. The analysis would incorporate all ongoing studies and proposed projects along the creeks, while also identifying linkages between these projects and other flooding concerns within these watersheds. The City concluded that this analysis would cost approximately \$150,000 and the City and County would share the cost equally, with SARA contracted to coordinate the effort. This project has not been formally implemented.

The Interim Report also identified issues for further discussion in the final report, which are presented later in this report.

Project Prioritization By Watershed

Since the preparation of the Interim Report, the committee has completed its review and ranking of all projects in each of the targeted watersheds. The committee reviewed 176 projects in four major watersheds- Cibolo Creek, Leon Creek, Medina River, and Salado Creek, and some projects in the San Antonio River Watershed (located for the most part on tributaries of the San Antonio River). This section of the report presents the committee's observations, project prioritization by watershed, and project implementation recommendations.

As mentioned previously, the committee conducted tours of each watershed. Due to geography and efficiency in planning tour routes, each tour included projects within multiple watersheds. Upon completion of each tour, power point presentations, including photographs of each project, were presented to the committee. The committee ranked the projects by tour, and then the tour rankings were merged by watershed. The committee reviewed and adjusted these rankings to complete the project prioritization for each watershed. Although it was originally thought that these individual watershed project rankings would be further merged into one prioritized list of all 176 projects, the committee agreed that significant flood and drainage projects have been identified in all watersheds throughout the County and concluded that prioritizing one project or watershed over another would not be as beneficial to the City and County as the list of project prioritizations by watershed.

As a reminder, the initial source for the proposed projects reviewed by the committee was the 1999 Bexar County Flood Analysis Report prepared by SARA for Bexar County. The estimated cost for each project was based upon information received by SARA from the various entities that presented projects for inclusion in the report. Sources for each entity's project estimates vary and include previous studies by the entities or staff estimates. If cost estimates were not available, SARA engineering staff estimated the project cost based upon the project descriptions provided by the submitting entities. As a result, project estimates do not reflect a consistent costing approach and not all estimates reflect inflation. The committee used the cost estimates simply to establish an "order of magnitude" when comparing projects.

The committee cautions readers of this report from placing too much emphasis on the estimated cost of projects. Rather, as City and County officials review the committee's project prioritizations, focus should be placed on how best to proceed with addressing the flood and drainage concerns in the areas targeted by the priority projects. The committee understands that as further study is authorized, specific solutions to address the concerns in these areas and the associated costs may be revised.

Review of Cibolo Creek Watershed:

Committee Observations and Project Implementation Recommendations: The Committee reviewed 18 projects in the Cibolo Creek Watershed and prioritized 17. The committee deleted one proposed project for a dam on the Upper Cibolo Creek. The committee concluded that further study is necessary to determine the best solutions to control flooding along Cibolo Creek.

Cibolo Creek experienced significant flooding in both June 1997 and October 1998, particularly in unincorporated areas of northeast Bexar County. Bexar County has initiated a buy-out of homes in the Lakewood Acres and Aztec/Bolton areas near Cibolo Creek. The committee supports efforts to remove residents from flood-prone areas and as such placed high priority on fully funding the buy-out of these homes.

In addition to the buy-out activities, the committee deliberated on long term solutions to the flooding along Cibolo. As the committee stated in its Interim Progress Report a comprehensive study of flooding on the Cibolo Creek is a priority and should be funded by the County. SARA reported that the U.S. Army Corps of Engineers is currently conducting a reconnaissance study on the Cibolo Creek. Initial findings suggest that a project along Cibolo Creek offering both flood control and water supply benefits is feasible and could be further explored by the Corps with support from the local communities. The committee agreed that Bexar County should partner with Comal, Guadalupe and potentially Wilson counties to support the Corps study to pursue long-term solutions to flooding along the Cibolo.

An additional recommendation in the interim report focused on continued clean-out efforts of debris from previous floods. The County has undertaken a clean-out effort, but more debris remains. Additional funds should be dedicated to continue the removal of debris. The debris impedes the flow of water and causes water to back-up and flood property in close proximity to the creek.

Review of Leon Creek Watershed:

Committee Observations and Project Implementation Recommendations: The committee reviewed and ranked 74 projects in the Leon Creek watershed. Due to the number of projects to prioritize, a sub-committee comprised of the appointees from the Leon Creek Watershed prioritized the committee's tour rankings into a comprehensive ranking of projects in the watershed. The sub-committee presented its recommendations to the entire committee for review and comment. The committee ranked projects based upon areas of high-density population, areas with high traffic, and areas that have been totally neglected in the past.

The committee also notes that specific projects along Leon Creek and its tributaries need to be studied together to determine linkages. Projects in these areas may impact one another; if one project is implemented, other related projects may not be needed. Projects of particular note are along Leon Creek near Kelly AFB south to the San Antonio city limits and along Huebner Creek. The sub-committee noted that other projects along other tributaries such as French Creek and Helotes Creek may also have linkages that should be explored.

In the interim report the committee made specific recommendations regarding Leon Creek that are still areas of concern for the committee. As the linear park approved by the voters is developed along Leon Creek, the committee strongly recommends that flood and drainage improvements be considered along with the park improvements. In addition, the City of San Antonio completed a clean-out effort along a section of the creek to remove debris from previous floods, but much more is needed. Debris remains in the creek and will impede future flood flows and cause flooding

COMMITTEE PROJECT				
RANKING	ID	PROJECT DESCRIPTION	PROJECT TYPE	EXT. COST
14	HB-4	Prue Road Bridge at Huebner Creek	Low Water Crossing Replacement	\$493,000
15	HEL-6	Helotes Creek Channel Improvements	Channelization	\$1,400,000
16	F-3	Prue Road Bridge at French Creek	Low Water Crossing Replacement	\$512,000
17	LC-15	Pinn Road Bridge at Leon Creek	Low Water Crossing Replacement	\$989,000
18	SA-13	Culebra Creek Study - Helotes Creek to French Creek	Flood Study	\$50,000
19	P-1	Detention, Park & gravel pit recalculation at Southwest Research	Detention	\$5,000,000
20	F-4A	North Verde Road Bridge at French Creek	Low Water Crossing Replacement	\$655,000
21	HB-5A	Lockhill Road Bridge at Huebner Creek	Low Water Crossing Replacement	\$288,000
22	D-9	HUEBNER CREEK @ HOLLYHOCK - Channelization	Channelization	\$750,000
23	D-3	LEON CREEK DETENTION POND - @ Whitby Street	Detention Pond	\$1,334,000
24	D-2	SPRING CREEK DETENTION POND - @ Leon Creek	Detention Pond	\$3,469,000
25	D-6	LEON CREEK DETENTION POND - @ Heath Street	Detention Pond	\$6,000,000
26	D-7	GOVERNMENT CANYON DETENTION POND	Detention Pond	\$6,000,000
27	F-8	Mainland Road Bridge at French Creek (Complete)	Low Water Crossing Replacement	\$254,000
28	BD-37	Abe Lincoln - Street and Drainage	Street and Drainage	\$250,000
29	LC-17	Rodriguez Park Signs and Gates	Signs and Gates	\$50,000
30	D-8	LEON CREEK @ HEATH ROAD - Channelization	Channelization	\$600,000
31	D-10	CULEBRA CREEK @ LOOP 1604 - Channelization	Channelization	\$350,000

Final 12/6/00 LEON CREEK WATERSHED - Combined Ranking				Page 4
COMMITTEE PROJECT				
RANKING	ID	PROJECT DESCRIPTION	PROJECT TYPE	EXT. COST
49	CT-13	Scenic Loop Road @ Helotes Creek	Low Water Crossing Replacement	\$230,000
50	M-3	Babcock Road Levee	Levee	\$36,000
51	M-1C	Babcock Bridge at Maverick Creek	Low Water Crossing Replacement	\$301,000
52	M-5	Hausman Road Bridge at Maverick Creek	Low Water Crossing Replacement	\$239,000
53	S-24	Leon Creek - US-90 to Morey Road - (Camargo Park)	Floodplain Rectification	\$17,944,000
54	C-8B	Timber Path Bridge at Culebra Creek	Low Water Crossing Replacement	\$817,000
55	S-28	Leon Creek - Raymond Russel Park	Channelization	\$6,169,000
56	HB-2	Cimarron Street Floodwall along Huebner Creek	Flood Wall	\$100,000
57	M-4	UTSA Blvd. Bridge at Maverick Creek	Low Water Crossing Replacement	\$448,000
58	CT-18	Talley Road Bridge at Unnamed Trib. to Culebra Creek	Low Water Crossing Replacement	\$1,650,000
59	S-26	Leon Creek - Camp Bullis Road to SPRR	Relocations / Floodproofing	\$1,020,000
60	HB-5C	Lockhill Floodwall along Huebner Creek	Flood Wall	\$172,000
61	HEL-3C	Leslie Road Bridge at Helotes Creek	Low Water Crossing Replacement	\$363,000
62	S-27	Leon Creek - SPRR to IH-10 Frontage Road	Relocations / Floodproofing	\$1,020,000
63	LC-7	Grissom Road Bridge at Leon Creek	Low Water Crossing Replacement	\$1,273,000
64	HEL-3B	Leslie Road Bridge at Helotes Creek	Low Water Crossing Replacement	\$363,000
65	LC-4	Ebert Road Bridge at Leon Creek	Low Water Crossing Replacement	\$590,000
66	S-29	Leon Creek - IH-10 Frontage Road to Boerne Stage Road	Relocations / Floodproofing	\$635,000
67	M-2	Babcock Road Levee	Levee	\$92,000

Review of Medina River Watershed:

Committee Observations and Project Implementation Recommendations:

The committee reviewed 19 projects in the Medina River Watershed and ranked 17 projects. In the course of the committee's evaluation of projects, members were presented a report by Bexar County that two projects originally submitted for consideration by Bexar Metropolitan Water District were under review by the County to determine the flood control benefits of the projects. The committee agreed to remove those projects from the list until more information on the flood control benefit became available. The committee sent a letter to Tom Moreno, General Manager of Bexar Metropolitan Water District informing him of the committee's decision.

The committee did add a project in the Medina River Watershed to conduct a flood assessment study of the confluence of the Medina River with Medio Creek. Committee members noted that flooding does occur at this location and a comprehensive analysis would help determine the appropriate course of action to alleviate flooding concerns.

The committee prioritized specific low water crossings over the Medina River that are known to flood. Additionally, as the committee noted in its interim report, a clean-out effort along Medina River is needed to remove debris from previous floods. The debris is significant in some places along the river and could impede the flow of water during future heavy rain events and cause flooding. The committee again requests that as projects are considered for implementation along the Medina River, a clean-up effort should be strongly considered.

Final 11/1/2000 MEDINA RIVER WATERSHED - Combined Ranking				
COMMITTEE	PROJECT			
RANKING	ID	PROJECT DESCRIPTION	PROJECT TYPE	EXT. COST
16	CT-15	Hollowell Road at Polecat Creek	Low Water Crossing Replacement	\$550,000
17	CT-20	Kinney Road at Live Oak Slough	Culvert Replacement	\$424,858

Also, the committee continues to recommend additional clean out of debris from previous floods that remains in Salado Creek. The City has a project underway to perform some clean out activity, but much more is needed to ensure that Salado Creek is cleared of debris and overgrowth to allow appropriate conveyance of floodwaters.

SALADO CREEK WATERSHED - Combined Ranking

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COMMITTEE	PROJECT			
RANKING	ID	PROJECT DESCRIPTION	PROJECT TYPE	EXT. COST
14	V-11	Mud Creek at Jones-Maltsberger Culvert Replace	Low Water Crossing Replacement Typical Low Water Crossing - Floods often	\$250,000
15	V-12	Elm Creek at Jones-Maltsberger Culvert Replacement	Low Water Crossing Replacement Typical Low Water Crossing - Floods often	\$400,000
16	V-15	Bulverde Road at Elm Creek Culvert Replacement	Low Water Crossing Replacement Typical Low Water Crossing - Floods often	\$500,000
17	CT-24	Deer Cross Road Low Water Crossing Replace	Low Water Crossing Replacement Typical Low Water Crossing - Floods often	\$186,325
18	V-8	Holbrook Road Reroute at Austin Highway	Roadway Improvements Improve Access at intersection with Austin Highway	\$345,000
19	D-19	Beitel Creek - North of Loop 410	Channelization Need to define the scope of work and Reach	\$2,200,000
20	WC-4	Above Evans Road Detention Pond	Detention Pond	
21	WC-3	Evans Road at Elm Waterhole Creek	Low Water Crossing Replacement Typical Low Water Crossing - Floods often	\$250,000
22	V14	Salado Creek at IH-35 Frontage Road Bridges	Bridge Replacement Raise Frontage Road Bridges out of the Flood plain	\$3,000,000
23	BD-82	W. W. White Road Area - Phase II	Roadway Improvements Street and Drainage Improvements	\$2,740,932
24	BD-47	Cardiff - Street and Drainage	Roadway Improvements Street and Drainage Improvements	\$660,392
25	V-10	Salado Creek Rectification - Wetmore to Jones-Maltsberger	Channel Rectification	\$20,189,400
26	CT-37	Menger Road at Elm Waterhole Creek Low Water Crossing Replace	Low Water Crossing Replacement Typical Low Water Crossing - Floods often	\$280,000
27	BD-39	Aurelia Street - M.L. King to Yucca - Phase II	Roadway Improvements Street and Drainage Improvements	\$210,242
28	V-18	Roland Road at Salado Creek	Low Water Crossing Replacement	\$2,400,000
29	V13	Binz-Engleman at Salado Creek to IH-35	Low Water Crossing Replacement	\$3,240,000

Review of San Antonio River Watershed:

Committee Observations and Project Implementation Recommendations: The committee initially toured 30 projects in the San Antonio River watershed. These projects were located on tributaries to the San Antonio River. During the course of the committee's project review, the Commissioners Court verbally requested the committee to review and rank two projects on the San Antonio River that are being considered for inclusion in the on-going San Antonio River Improvements Project. These two projects are referred to as the Far North (Josephine Street to Hildebrand Avenue) and the Far South (Espada Dam to Espada Mission) projects. The Commissioners Court requested the committee to review and prioritize the flood control benefits of these projects along with the review of other projects in the San Antonio River watershed. The committee expressed concerns regarding the request to review these projects because another citizens committee, the San Antonio River Oversight Committee, had previously been charged with advising on San Antonio River projects. The Commissioners Court approved a motion on February 5, 2001 that removed those two projects proposed for the main stem of the San Antonio River from review by the watershed committee.

While deliberating the San Antonio River projects, the committee also discussed its charge regarding the other projects in the San Antonio River watershed. Although the committee did review and initially rank the projects, it is concerned that the committee's membership does not include representatives from the San Antonio River watershed. The committee's concern regarding its charge relating to the review of projects on the San Antonio River and in the watershed should not be construed as an indication that improvements are not needed or warranted. The committee has noted the tremendous flood control improvements through previous successful projects (Olmos Dam, River Walk, tunnels); however, they also recognized that serious flooding still occurs in the watershed especially in Alamo Heights, along Olmos Creek in the Dreamland and Lockhill Selma areas, and along other tributaries located on the near west side of San Antonio that feed into the San Antonio River. On November 20, 2000 the committee requested clarification from the City Council and Commissioners Court regarding the committee's charge relating to the San Antonio River watershed projects. On February 5, 2001, The Commissioners Court approved a motion to include the review of the 30 proposed projects in the San Antonio River Watershed in the committee's scope of work. Similar action is expected by the San Antonio City Council.

SAN ANTONIO RIVER WATERSHED - Combined Ranking				
COMMITTEE PROJECT				
RANKING	ID	PROJECT DESCRIPTION	PROJECT TYPE	EXT. COST
16	D-14	Shavano Park Detention Pond	Detention Pond	\$5,711,478
17	R-5	Channel Clearing - East Olmos Creek north of Lockhill-Selma	Clearing / Channelization	\$221,778
18	CT-38	Blue Wing Road at Unnamed Trib. to San Antonio River	Culvert Replacement	\$203,559
19	BD-52	Durango - Navidad to San Marcos	Street and Drainage	\$1,556,841
20	BD-84	Waverly Ph. II - Emory to Glenmore	Street and Drainage	\$445,000
21	BD-80	W. French - Zarzamora to Navidad	Street and Drainage	\$325,772
22	BD-86	Wilson - Woodlawn to Waverly	Street and Drainage	\$892,537
23	BD-54	El Monte-Blanco to San Pedro	Street and Drainage	\$400,000
24	SA-17	Pyron Road at Old San Antonio River LWC replacement	Low Water Crossing Replacement	\$300,000
25	BD-64	Hilton - Amber to Clovis	Street and Drainage	\$318,964
26	BD-68	Las Moras - Travis to Salinas	Street and Drainage	\$71,376
27	CT-32	Real Road at Calaveras Creek	Low Water Crossing Replacement	\$73,834
28	CT-39	Zigmont Road at Unnamed Trib. to Chupaderas	Low Water Crossing Replacement	\$139,188
29	CT-22	Gardner Road at Unnamed Trib. to Calaveras	Low Water Crossing Replacement	\$68,145
30	S-9	Gate #2 Brackenridge Park	Gate Replacement	\$493,000

were directly related to the project review underway by the committee. The committee experienced frustration because they realized the committee was not reviewing all the proposed flood and drainage projects. The committee reviewed and prioritized \$343 million in projects, yet discovered during the course of its work that another \$500 million in drainage projects included in the City's drainage master plan were not integrated into the committee's review process. In addition, the City, also independent of the committee's activities, prepared a Regional Flood Mitigation Plan for review by various governmental entities. These are just examples of some of the independent studies and/or plans for flood and drainage improvements that lack coordination.

To complicate matters further, no one entity is responsible for developing, funding and implementing flood control and drainage improvements. The County collects a flood tax on all eligible properties within the County, including residents of the City of San Antonio and all suburban cities in the County. This revenue has funded projects on the San Antonio River and its tributaries and funded the local match on flood retention dams in the Upper Salado Creek Watershed. Decisions regarding the use of these funds are at the discretion of Commissioners Court. In addition, the City of San Antonio and other suburban cities each apply some percentage of their tax base to fund flood and drainage projects within their respective jurisdictions. Each entity remains in control of its own funding resources.

In addition, the responsibility for flood plain management rests within each of these respective jurisdictions where the flood plain exists. Each jurisdiction also administers its own permitting procedures for developing in the floodplain--which are not consistent between entities. Some committee members noted that even within the same entity, rules are not enforced uniformly or consistently. In addition, the committee heard no evidence that flood plain management plans for adjacent entities are coordinated. Although flood plan maps and management guidelines are submitted by the individual entities to the Federal Emergency Management Agency (FEMA), FEMA does not link them to assess the impact one plan may have on another.

Lack of consistent criteria for implementation and maintenance of projects: Other issues of inconsistency noted by the committee include the lack of standards/specifications for the construction of flood control projects and the different approaches among entities with regard to the preservation of trees in rivers and creeks. Design and management of projects are also not consistent. In some cases, SARA has entered into agreements with Bexar County and the City of San Antonio to develop and operate projects along the San Antonio River and the flood control dams. In other cases, the City and County design and build projects with existing staff or hire private contractors. Operation and maintenance of projects is also shared among entities with differing standards, schedules and budgets.

viewed as significant investment in these watersheds. However, in comparison to the investment, (both through local and federal sources) in improvements to the San Antonio River and its tributaries, the committee believes consistent and equitable funding has not been applied to projects in these other watersheds. The committee realizes that since the 1998 flood, both Bexar County and the City of San Antonio have made a more concentrated effort to change this funding trend. In order for the neighborhoods and businesses in these other watersheds to enjoy the same level of protection from future flooding that exist today on the San Antonio River, a consistent and significant level of investment must be committed.

Lack of defined responsibility for flood control and limited legal authority for implementation of improvement efforts: In addition to the issues mentioned above, the committee also noted a lack of defined responsibility for flood control and limited legal authority. Local entities have legal impediments that further aggravate flooding problems in our community. Because no one entity is statutorily responsible for managing efforts to decrease the threat of flooding throughout the community, then no one entity is accountable for the lack of improvements in the flooding situation. Legal impediments that prevent the County from regulating development in unincorporated areas and yield conflicts between private property rights over local government access to property to clear debris from creeks are examples of other complicating elements in the local management of flood and drainage issues.

Of particular note by the committee is the confusion in the ownership of the bed and banks of rivers, creeks and streams. Rivers have a rich history of ownership dating back to the Spanish Land Grant that established the original community of Bexar. SARA has ownership along the defined length of the Corps of Engineers San Antonio Channel Improvements Project and other navigable portions of the San Antonio River, Medina River and their tributary creeks and streams. The City of San Antonio retains ownership along the San Antonio River and other creeks within its city limits. It is unclear how much of the bed and banks of rivers and creeks is privately owned. However, it is clear that if the City, County or other governmental entities desire access through private property, even to portions of rivers and creeks publicly owned, to clear debris, remove fill, or make other improvements to reduce or prevent flooding, they must obtain permission from the adjacent property owners.

The majority of the committee members had the perception that public entities had the authority and responsibility to access creekways, rivers and streams to clear debris and generally ensure that these areas were able to convey floodwaters. They have since learned that is not the case. The City of San Antonio is exploring the prescriptive right of a local government to manage the conveyance of "public" water through private property. City officials explained to the committee that through these rights a local government may have the authority to enter private property to remove debris that is impeding the flow of water that traversed public roads or public infrastructure before reaching the creek.

Committee member Carole Abitz offers a dissenting opinion to the recommendation to create a single entity for flood control planning and implementation. She states, "I completely agree that there needs to be greater coordination and cooperation among affected entities in planning and funding future flood control and drainage projects. However, I do not agree that the only way to do it is through a single entity, particularly another government bureaucracy. I am concerned that a single entity, particularly a government bureaucracy, could result in even greater costs and delays, and less accountability from the elected officials of the involved entities. I believe the single entity is not the only way to resolve the coordination problem; however, it should be one of the options explored and analyzed.

2. **Conduct Financial Analysis of Funding Strategies:** As mentioned in the previous section of this report, each governmental entity budgets some level of public funding for flood and drainage projects. To support a consolidated approach to planning and implementation of flood and drainage projects, the committee recommends a coordinated approach to funding these improvements. As a first step, the committee recommends that a comprehensive financial analysis be conducted which includes: an accounting of the historical investment of public dollars toward flood and drainage issues; an analysis of outstanding debt amongst the public entities for past and current projects; an analysis of existing and potential funding strategies to support an integrated implementation of flood and drainage projects. The committee suggests that the funding analysis explore funding mechanisms to support the creation and establishment of a single entity or interlocal partnership, as mentioned above, that would be charged with developing a flood and drainage master plan, implementation strategy and be empowered to carry the plan out.

Two existing funding sources that should be explored in the analysis are the Countywide Flood Control Tax, assessed and collected by the County, and the Stormwater Utility Fee, assessed and collected by the City. The committee prefers these two funding sources to other general fund revenue sources because the revenues are generated for the specific purpose of addressing flood and drainage concerns within the County and the City. The committee recommends that these sources be assessed and managed independently from each entity's general fund revenue sources. If other suburban cities have similar dedicated funding sources for flood and drainage improvements, then the committee recommends that these funds also be established and managed independent of other revenue sources.

The Flood Control Tax is an ad valorem tax authorized by Bexar County voters in 1951 to be assessed at up to 15 cents per \$100 property tax valuation in the entire County. The tax is currently assessed at 1.81 cents per \$100 property valuation and calculated as part of the County's overall tax rate. Residents in all

However, we believe the community will support an increase in the flood tax and the stormwater fee if the purpose and use of the additional funding were well thought out and effectively communicated. The committee also strongly suggests that any increases be established for a defined period of time and be dedicated to fulfilling specific goals and objectives. To support increases in these funds, the community must believe that real improvement to the flooding conditions throughout our community will result. Ongoing study should continue to identify a long-term, single County-wide funding source for flood control and drainage that would replace the two existing sources and become the funding basis for the new flood control entity as referenced in the previous recommendation.

3. **Establish policies and budgetary procedures that promote equitable distribution of funding for flood control and drainage projects:** Future budgets of flood control tax revenue and the Stormwater Utility Fees must focus on equitable distribution of funding to each watershed in the community. The City and County should conduct an analysis of the historical usage of these funds. Any future allocation of funding for flood control and drainage projects must take into consideration any existing disparity in the distribution of these funds. Once investments achieve a more equitable balance, long-term budgetary policies must be developed by both entities to establish procedures that ensure future disparities in funding distribution do not occur.
4. **Create an Interim Implementation Plan that focuses on implementing identified project priorities and identifying project linkages:** An interim plan to address pending flood and drainage improvements is needed to continue the momentum created by this committee. Although the committee desires a more unified approach to implementing flood control and drainage improvements, it also knows that a number of currently proposed projects must proceed. The committee's greatest fear is that nothing will be done, or that the status quo will remain, and more property and lives will be lost to a flood.

In the Interim Progress Report the committee had requested that the City and County budget funds to begin design on 10 priority projects to be identified by the committee in this final report. The committee has completed the project prioritization by watershed from which the County and City can determine the projects to proceed to the design phase. The committee recommends that the City, County and SARA immediately begin a review of the committee's project prioritizations by watershed and develop a specific plan and funding strategy to move projects forward in each watershed. Issues of project linkages must also be considered.

The committee spent months viewing, deliberating and prioritizing projects. The recommendations regarding projects in each watershed presented earlier in this report deserve consideration for implementation. The committee recommends a

7. **Continue the role for citizen input in the planning and implementation of flood control and drainage improvements:** With this report, the committee has completed its current charge. The committee recommends, however, a continued role for citizen input in the planning and implementation of flood and drainage improvements. The role can be designed in many ways. As a suggestion, citizens should be involved, along with elected officials, in the implementation of recommendations from this report. In addition, citizens should provide input into the specific projects selected for funding and implementation and can assist in identifying linkages between projects. Citizens can also provide advice on the transition to the single entity or interlocal partnership that could be established to oversee the planning and implementation of flood and drainage projects. Lastly, citizens should also be given the opportunity to advise on future funding strategies for flood and drainage improvements.

Many of the current members of the committee desire continued involvement as these recommendations move forward. In addition to advising on the recommendations from this report, some committee members have expressed interest in creating a citizen input process to annually review the proposed capital budgets and five-year capital plans relating to the flood control and drainage projects as proposed by City and County staff. The knowledge gained by committee members could serve the County and City well as future public investment in flood control and drainage projects are contemplated.

Conclusion

Members of the watershed committee are genuinely concerned about the flooding conditions of our community. We believe that to make real reductions in the future loss of life and property due to flooding, the responsibility and authority for flood control and drainage improvements must be consolidated and coordinated within our community and between neighboring communities. The jurisdiction-by-jurisdiction, project-by-project approach of today is inefficient and, as proven in the October 1998 flood, not as effective as it should be for a community of our size.

We hope the recommendations offered in this report are seriously considered and strategies for implementation are developed. Committees come and go, but without leadership by governmental entities, flooding problems will persist. It may be another 100 years until the next big flood, or it could come tomorrow; we cannot afford to waste any more time or resources.

ACTION PLAN FOR IMPLEMENTATION OF RECOMMENDATIONS OF THE COUNTYWIDE CITIZENS WATERSHED MASTER PLAN COMMITTEE

As prepared by a Joint Review Team created by the
Bexar County Commissioners Court
and the
San Antonio City Council

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September 2001
Final Version

Introduction

The Bexar County Commissioners Court and San Antonio City Council created the 16-member Countywide Citizens Watershed Masterplan Committee in December 1999 to review and prioritize flood control and drainage projects proposed for the Cibolo Creek, Leon Creek, Medina River, San Antonio River and Salado Creek watersheds. The watershed committee was also charged with developing recommendations regarding the creation of a flood control and drainage masterplan. The watershed committee's recommendations will be used to assist Bexar County (County) and the City of San Antonio (City) in determining future investments in flood control and drainage improvements. The San Antonio River Authority (SARA) has provided staff and technical assistance to the watershed committee.

The watershed committee finalized its recommendations in February 2001. The final report prioritized 176 projects located throughout the county in all five watersheds and presented seven specific recommendations to improve the planning and implementation of flood control and drainage projects within the City of San Antonio and Bexar County. The final report was first presented to the watershed committee's oversight Committee of Four (Council members Conner and Guerrero and Commissioners Adkisson and Tejeda) on February 16, 2001. The Committee of Four requested that the watershed committee recommend a process to take the recommendations to the implementation stage and not lose the momentum created by the watershed committee's work.

The final report was presented to the Bexar County Commissioners Court on March 27, 2001, to the San Antonio City Council on March 29, 2001, and to the SARA Board of Directors on April 18, 2001. A copy of the Final Report is included as an APPENDIX to this report. In response to the direction of the Committee of Four, the watershed committee requested the creation of a Joint Review Team comprised of public works and budget staff from the City, County and SARA and four members from the watershed committee. The Joint Review Team was charged with moving the recommendations to the next level of implementation by developing an Action Plan for each of the seven recommendations. Due to the pending budget Fiscal Year 2002 budget preparation at the City and County, the Joint Review Team was requested to complete its Action Plan by July in order to secure financial support for the implementation of the Watershed Committee's recommendations in beginning in Fiscal Year 2002.

The creation of the Joint Review Team received its required endorsements by May and met May 18, May 30 and June 13 to prepare the Action Plan and required work plan for each of the watershed committee's seven recommendations. A list of the participants in the Joint Review Team meetings is attached as ATTACHMENT A.

Preliminary Action Plan Implementation Steps

The following activities are underway and will be completed prior to the implementation of the Action Plan. These activities are necessary to finalize this report document and obtain the required approvals prior to executing each of the seven work plans.

1. **Completion by August 2001:** San Antonio River Authority (SARA) to finalize scope of services associated with the implementation of the seven work plans including recommendations regarding how the work effort can be best effectuated through the use of Bexar County, City of San Antonio and SARA staff resources and/or consultants. Based upon the scope of services approved by the Joint Review Team, total manpower and funding resources required for implementing the work plans will be finalized, included in the work plans and presented for consideration in the FY 2001-02 City of San Antonio and Bexar County budgets.
2. **Completion by August 2001:** Joint Review Team to complete recommendations associated with Work Plan 4: Interim Implementation Plan including projects to be implemented in FY 2001-02
3. **Completion by August 2001:** Joint Review Team to present Action Plan with manpower and funding resource requirements for comment and approval through the following process in order of listing:

July 18, 2001: Countywide Citizens Watershed Masterplan Committee (Watershed Committee). The Watershed Committee met, reviewed and commented on the Action Plan. By consensus, the Watershed Committee supported moving the Action Plan forward for immediate approval.

August 20, 2001: Committee of Four, including the appointment and/or reappointment of members to the Watershed Committee and the future role of the Watershed Committee and citizen input in the planning and implementation of flood control and drainage improvements as detailed in Work Plan 7.

The Committee of Four met on September 4, 2001 and unanimously approved the Action Plan for presentation to the Bexar County Commissioners Court and San Antonio City Council. The Committee of Four directed staff to proceed with the process to reform the Watershed Committee according as presented in the Action Plan.

August/September 2001: Bexar County Commissioners Court, San Antonio City Council and SARA Board of Directors.

Targeted entities to be surveyed will be determined by the TAC based upon members' own knowledge and experience with other communities throughout the country.

In addition, suggestions regarding quality programs will be requested from the U.S. Army Corps of Engineers, Federal Emergency Management Agency, International City/County Managers Association, National Association of Flood and Stormwater Management Agencies, National Public Works Association and the National Association of County Officials.

3. Survey regional entities: Entities that could be involved in a regional approach to flood control and drainage issues, as listed below, will be surveyed to inventory the capabilities of the local, regional, state and federal entities currently involved in the operations and management of flood and drainage issues. Based upon each entity's current role in addressing regional flood control and drainage issues, entities will be categorized as a Primary Partner, Support Partner, Resource Entity, or Regulatory Agency.

Entities to be surveyed will include:

- | | |
|--|-------------------------------------|
| - Bexar County | - City of San Antonio |
| - San Antonio River Authority | - Suburban Cities of Bexar County |
| - San Antonio Water System | - Bexar Met |
| - Cibolo Creek Municipal Authority | - U.S. Army Corps of Engineers |
| - Texas Dept. of Transportation | - Texas Water Development Board |
| - Texas Natural Resource Conservation Commission | - Military Installations |
| - Natural Resource Conservation Service | - Alamo Area Council of Governments |
| | - Others as identified |

Information to be gathered through survey instruments and follow-up interviews will include:

- Each entity's assessment of the existing approach to the management of flood control and drainage issues locally.
- Ideas to improve effectiveness and reduce duplication.
- Level of interest and capability of participation in a service delivery system that is planned and implemented on a regional basis.
- Each entity will also be requested to provide information on: customer service programs; public input processes; design standards for flood/drainage projects; related ordinances/local rules; staff procedures; maintenance standards including procedures for clearing

2. Form recommendations: Based upon the information gathered in Phase I, the multi-jurisdictional taskforce will formulate a recommendation(s) and plan for the creation of a single entity, system or structure to effectuate the consolidation of efforts, activities and programs relating to the planning, implementation, operations and maintenance of flood control and drainage improvements in the community. The recommendation(s) could involve modifications and/or clearer delineation of the future role of existing entities or involve new approaches to improve the way issues of flood control and drainage are addressed. Participating entities must focus on what structure/system will best serve the needs of the region.

The recommendation will target the creation of a "holistic" regional service delivery system that reduces duplication among existing regional entities and builds upon the strengths of these entities. This result could be achieved through interlocal agreements between existing entities outlining defined responsibilities in the service delivery system (refining the existing system), or may necessitate the creation of a new consolidated entity that is responsible for the entire service delivery system. Various alternatives will be explored in order to achieve the best possible service for the region. The resulting system and/or entity will promote the creation of a unified plan to address flood control and drainage issues in the region and strive to create a "single voice" for the region with state and federal regulatory and funding agencies.

3. Review for legislative impact: Recommendations regarding the revised service delivery system will be reviewed in the context of the structure and statutory responsibilities of existing local and regional entities. If legislative changes are required to effectuate the recommended governmental role, then legislative strategies will be developed for the 78th Session of the Texas Legislature to convene in January 2003.
4. Coordination of Work Plan: The scope of activities of this work plan and the activities of the multi-jurisdictional taskforce will be integrated with current efforts by the City of San Antonio and Bexar County to address numerous coordination issues between the two entities including the planning and implementation of flood control and drainage programs.

➤ **Timeline for Completion of Work Plan:**

Phase I: August 2001 - December 2001

Phase II: December 2001 - March 2002

bond funds, the San Antonio River Authority Operations and Maintenance Tax, and funding available from suburban cities. State and federal funding resources will also be identified.

3. Conduct an accounting of the historical investment: An accounting of committed public dollars expended toward flood control and drainage issues will be conducted. All related capital projects constructed over the past ten years will be cataloged. For projects providing multiple uses and benefits, the percentage of investment associated with drainage and flood control improvements should be included in the accounting of historical investment.

The accounting of historical investment should also include the life-cycle costs associated with all active and proposed projects beginning in 1999 and projected through 2003.

4. Review budgeting procedures: Primary Partner entities' budgeting procedures including annual capital, operations and maintenance allocations and long range capital improvement project planning processes will be reviewed. Opportunities will be identified to promote a regional service delivery system, reduce duplication and promote cooperation between entities.
5. Identify legislative and/or regulatory mandates: A determination of both funded and unfunded mandates relating to the provision of flood control and drainage services facing regional entities will be made and an analysis of the financial impact of these regulations over the next five years will be conducted.

➤ **Scope of Activities Phase II:** *Independent information analysis and formation of recommendation*

1. Conduct independent analysis: An independent analysis of information gathered in Phase I will be conducted including funding capability and capacity analyses, forecast of expenditures, examination of the overlapping tax rate, and development of various funding/financing options.
2. Conduct an analysis of the legal constraints and opportunities: An independent analysis of legal constraints and opportunities as they may impact funding/financing options will be conducted. This analysis should include the identification of legal remedies that may exist that could maximize funding opportunities.
3. Present independent analysis to the multi-jurisdictional taskforce.

Phase II: In the event that the scope of services identifies a need for an independent professional consultant, funding for consultant assistance would be shared among the Primary Partner entities and would be managed through the TAC. Depending upon the scope of work and the detail of the expected analysis, projected costs for the professional consultant could range in cost from \$50,000 to \$75,000.

Work Plan 3: Responding to watershed committee recommendation to establish policies and budgetary procedures that promote equitable distribution of funding for flood control and drainage projects.

➤ **Scope of Activities Phase I:** *Information gathering*

1. Review the accounting of historical investments: The TAC will review the accounting of historical investments and expenditures conducted under Work Plan 2 and chart on a map all flood control and drainage projects constructed by Primary Partner Entities over the past ten years. Other major flood control and drainage projects constructed prior 1991 that provide significant protection should also be indicated on the map.
2. Review current budgetary processes: The TAC will review current budgetary processes as identified under Work Plan 2 and chart the process relating to how projects are selected for funding.
3. Identify existing funding criteria: The TAC will identify existing technical and non-technical criteria relating to local, state and federal funding sources identified under Work Plan 2 that may restrict or promote the use of funds for flood control and drainage projects.

➤ **Scope of Activities Phase II:** *Information analysis and formation of recommendation*

Tasks detailed below are necessary to guide a short-term decision making processes to identify funding for immediate projects while longer-term solutions regarding the structure and responsibility for future planning and implementation of flood control and drainage projects are under consideration by the multi-jurisdictional taskforce. This process targets immediate needs for cooperation and may be altered as longer-term processes and procedures are developed.

1. Develop criteria for funding allocation: Based upon its review conducted under Phase I, the TAC will develop uniform criteria to determine the allocation of funding toward flood control and drainage projects. Criteria should weigh more heavily on projects that represent the needs of all watersheds and promote equitable distribution of improvements. These uniform criteria would encompass factors including life and safety issues,

upon the agreed scope of services, the TAC will determine which of the tasks staff from the respective entities can perform and which tasks may require assistance from consultants. In either case, the activities of this Work Plan should be coordinated with the activities in Work Plan 2.

Work Plan 4: Responding to watershed committee recommendation to create an Interim Implementation Plan that focuses on implementing identified project priorities and identifying project linkages.

➤ **Scope of Activities:**

1. Review Projects Proposed for FY 2002: The TAC will review flood control and drainage projects proposed for funding in FY 2001-02 by the City of San Antonio and Bexar County to identify how the projects correspond and/or support the priority project recommendations for each watershed as presented in the Watershed Committee's Final Report.
2. Review watershed committee project prioritization by watershed: The TAC will review the watershed committee's final report and identify projects that the entities can jointly implement in FY 2001-02.
3. Develop plan to determine inter-relationships between projects: The TAC will develop a plan to develop and/or use existing flood and drainage hydraulic models to identify inter-relationships between projects, i.e. project linkages. The TAC will also develop an implementation plan based upon project linkages. This engineering analysis of project linkages would help to evaluate if the benefit of one project can eliminate or accelerate the need for other projects. This analysis should also include a review of the City of San Antonio's creekways projects under development for Leon Creek and Salado Creek to determine the existence of linkages with proposed flood control and drainage projects identified in the watershed committee's final report.
4. Develop project implementation plan for FY 2002: The TAC will determine which projects from the watershed committee's final report can be implemented in FY 2001-02 to demonstrate progress toward improvement of the flood control and drainage problems throughout the community.

➤ **Timeline for Completion of Work Plan:**

Activities must be completed by August 2001 in order to include projects in the FY 2001-02 proposed budget for the City of San Antonio and Bexar County.

Environmental Protection Agency-National Pollutant Discharge Elimination System; and other appropriate federal standards/guidelines; Texas Natural Resource Conservation Commission-Texas Pollutant Discharge Elimination System, Texas Department of Transportation and other appropriate state standards/guidelines and local ordinances.

2. Assess regional compliance with state and federal standards: The TAC will assess whether regional entities are meeting established federal and state standards and if not, determine a recommended course of action to present to the multi-jurisdictional taskforce to ensure all existing entities come into compliance.
3. Develop recommendations for minimum standards: The TAC will present information collected and analyzed through activities in Work Plan 1 and the additional information gathered through this work plan effort to the multi-jurisdictional taskforce. The multi-jurisdictional taskforce will develop recommendations regarding consistent planning protocols and minimum design and construction standards.
4. Coordination of minimum standards with a regional service delivery system: The multi-jurisdictional taskforce will assess the integration of minimum design and construction standards into the recommendation developed through Work Plan 1 to establish a regional service delivery system for the planning, implementation, operations and maintenance of flood control and drainage projects on a regional basis.
5. Explore standardizing flood control and drainage projects: The multi-jurisdictional taskforce will explore the concept of establishing a standard network of flood control and drainage projects (similar to the network used in electric and communications systems). The network would promote standardization of project elements in an effort to lower costs, improve function and promote connectivity between projects.

➤ **Scope of Activities Phase II:** *Develop consistent operations and maintenance standards*

Upon completion of recommendations regarding standardizing minimum design and construction standards among entities, the multi-jurisdictional taskforce will address creation of consistent operations and maintenance standards for flood control and drainage projects.

➤ **Timeline for Completion of Work Plan:**

For both Phase I and Phase II activities, the task force must coordinate review with activities/program planned by the City of San Antonio and Bexar County in conjunction with the Phase II National Pollutant Discharge Elimination System

➤ **Scope of Activities Phase II: *Strategy Development***

The multi-jurisdictional taskforce will review information gathered through Work Plan 1 and the legal analyses prepared by the County and City to develop strategies aimed at providing local entities the ability to balance private property rights with issues of public health and safety needs and the need to preserve and protect waterways and flood plains. Strategies may include the need to explore revised legislative authorization and/or revise or create specific city ordinances and court orders to maximize each entity's authority.

➤ **Timeline for completion of Work Plan:**

Phase I: January 2002-April 2002

Phase II: May 2002-August 2002

Completion under this timeline will allow for legislative solutions to be prepared, if necessary to be included on the legislative agendas of all appropriate entities for the 78th Session of the Texas Legislature to convene in January 2003.

➤ **Manpower and Budget Resources and Funding Allocation:**

Activities associated with this work plan will involve staff resources from the Primary Entities coordinated through the leadership and decision-making of the multi-jurisdictional task force.

Work Plan 7: Responding to the watershed committee recommendation to continue a role for citizen input in the planning and implementation of flood control and drainage improvements.

➤ **Scope of Activities Phase I: *Reform Countywide Citizens Watershed Masterplan Committee***

- 1 **Reform existing Countywide Citizens Watershed Masterplan Committee:**
To support continued involvement of citizen input in the implementation of the Action Plan, it is proposed to reform the existing watershed committee to include the current structure of 16 members (four each representing Cibolo Creek, Leon Creek, Medina River and Salado Creek watersheds) and addition four new members representing the San Antonio River Watershed.

Representation from the San Antonio River Watershed is not intended to duplicate the charge and activities of the existing San Antonio River Oversight Committee. The reformed Watershed Committee will consider flood control and drainage issues within the San Antonio River

The desired outcome is to design a public participation process that effectively incorporates the input of citizens into the decision making process. The resulting process will be considered as part of the recommendations formed by the multi-jurisdictional taskforce regarding the desired single entity, system or structure to promote regional management of flood control and drainage issues.

➤ **Timeline for Completion of Work Plan:**

Phase I: August 2001- September 2002

Phase II: March 2002 – May 2002

➤ **Manpower, Budget Resources and Funding Allocation:**

The reformed watershed committee will require continued support from all entities in order to effectively coordinate their input into the implementation of the Action Plan.

A recommendation in the July 2000 interim report of the watershed committee requested approximately \$80,000 for the continuation of the watershed committee from December 2000 through September 2001. At the time, the City of San Antonio had agreed to fund the continuation of the watershed committee in an effort to reciprocate the \$122,000 investment made by Bexar County to fund the initial staff support for the committee. While the City had agreed to negotiate an agreement with SARA to continue the technical and staff support for the watershed committee, those negotiations were postponed pending a determination of the continuing role of the watershed committee.

The revised estimate, based upon the role of the watershed committee associated with this Action Plan, for SARA to continue administrative and technical support for the watershed committee is \$27,000.

The Committee of Four should give consideration to consolidating all staff support associated with the TAC, multi-jurisdictional taskforce and the watershed committee. The purpose of this staff consolidation is to avoid unnecessary duplication of administrative effort, promote effective facilitation of Action Plan activities and ensure effective and continual involvement of all involved entities.

ATTACHMENT A

Joint Review Team
On the Final Report of the
Countywide Citizens Watershed Masterplan Committee

Watershed Committee Representatives

Mr. Douglas Leonhard
Past Chairman
Watershed Committee-Cibolo Creek

Ms. Debra Nicholas
Chairman
Watershed Committee-Leon Creek

Mr. Charlie Blank
Vice Chairman
Watershed Committee-Salado Creek

Ms. Sammie Ann Kerby
Watershed Committee-Medina River

Ms. Cheryl Focht
Watershed Committee-Cibolo Creek

Bexar County Representatives

Mr. Marcus Jahns
Executive Director, Planning and Resource
Management
Bexar County

Mr. Gabriel Perez
Executive Director, Infrastructure Services
Bexar County

Mr. Chuck Martinez
Manager, Planning and Policies
Bexar County

City of San Antonio Representatives

Ms. Melissa Byrne Vossmer
Asst. City Manager
City of San Antonio

City of San Antonio Representatives (cont.)

Mr. Joe duMenil
Manager, Storm Water Utility
City of San Antonio

Ms. Pamela Bransford
Asst. to Director, Public Works
City of San Antonio

Mr. Lou Lendman
Director, Budget
City of San Antonio

Mr. John Woodruff
Budget Assistant
City of San Antonio

San Antonio River Authority Representatives

Mr. Greg Rothe
General Manager
San Antonio River Authority

Mr. Steve Ramsey
Asst. General Manager
San Antonio River Authority

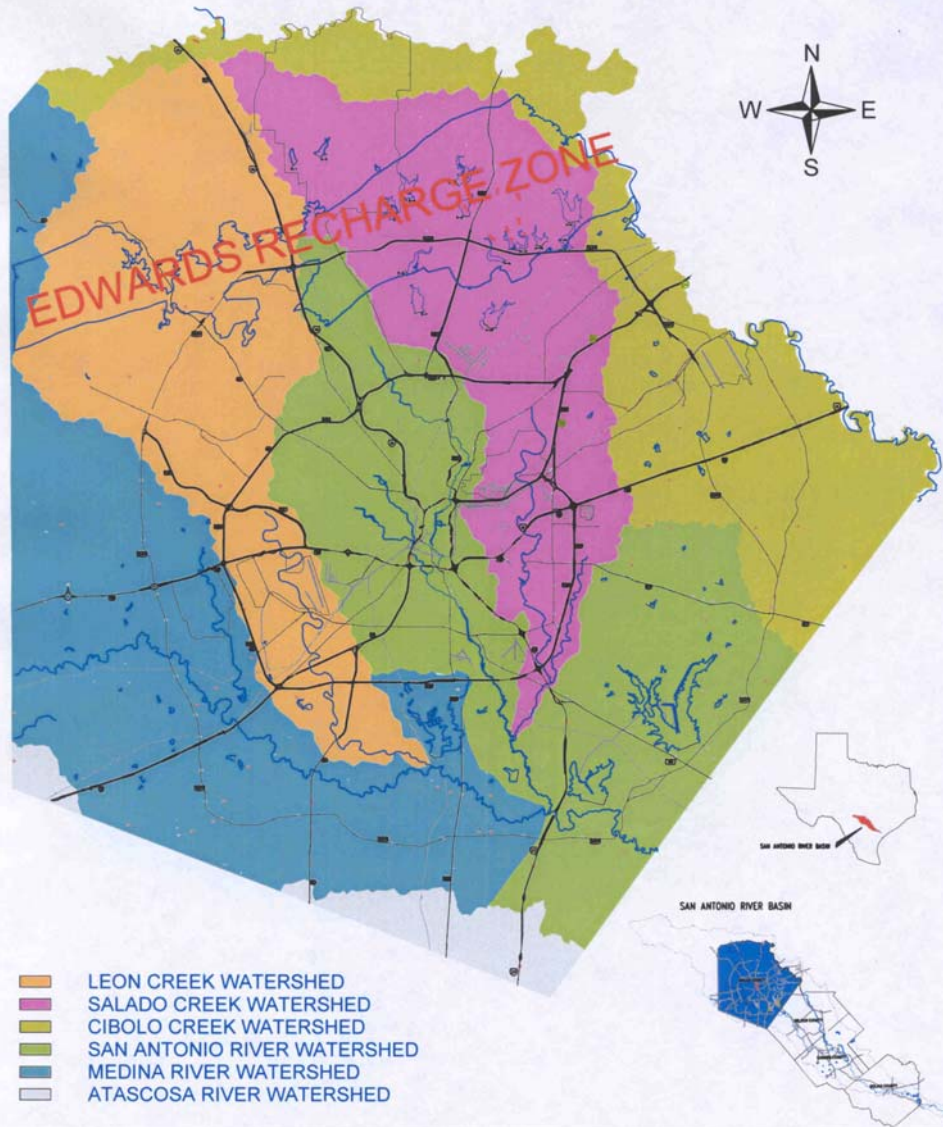
Mr. Steve Graham
Manager, Engineering
San Antonio River Authority

Ms. Suzanne Scott
Manager, Intergov. & Community Relations
San Antonio River Authority

Work Plan	Focus of activities	Total Estimated FY 2002 Budget Request	Proposed Funding from City of San Antonio	Proposed Funding from Bexar County	Proposed Funding From SARA
Work Plan	To explore and analyze the creation of a single entity, system or structure to allow for the consolidation of all flood control and drainage improvements in the community.	\$67,000	\$22,333	\$22,333	\$22,333
Work Plan	To conduct an independent financial analysis of funding for capital, operational and maintenance strategies	\$75,000	\$25,000	\$25,000	\$25,000
Work Plan	To establish policies and budgetary procedures that promote equitable distribution of funding for flood control and drainage projects.	Supported through entity staff support	Staff support	Staff support	Staff support
Work Plan	To create an Interim Implementation Plan that focuses on implementing identified project priorities and identifying project linkages. <ul style="list-style-type: none"> Funding to support integration of flood control and drainage assessment with the creekways parkway initiatives on Leon Creek and Salado Creek Funding to proceed with concept design on 10 priority projects Funding to continue clean-out of debris from creekways and rivers Funding of a comprehensive study of the Cibolo Creek Watershed 	\$150,000 \$1,000,000 \$1,000,000 \$300,000	\$75,000 \$500,000 \$500,000	\$75,000 \$500,000 \$500,000 \$300,000	
Work Plan	To develop consistent design, operation and maintenance standards for the implementation of projects.	(included in Work Plan 1)			
Work Plan	To explore legal and/or legislative solutions to allow governmental entities access to clear creeks	(included in Work Plan 1)			
Work Plan	To continue a role for citizen input in the planning and implementation of flood control and drainage improvements.	\$27,000 (funding to be determined)			
TOTAL		\$2,619,000	\$1,122,333	\$1,422,333	\$47,333

ILA Coverage Area

BEXAR COUNTY
MAJOR WATERSHED AREAS MAP



Watershed	Area Sq. Mi.	Population
Cibolo Creek	204	97,000
Leon Creek	235	278,000
Medina River	290	83,000
Salado Creek	222	349,000
San Antonio River	270	582,000